

**DIVISION OF PURCHASES AND SUPPLY**

1111 E. BROAD STREET, P. O. BOX 1199  
RICHMOND, VIRGINIA 23219-1199

**CONTRACT AWARD SUMMARY**

- 1. DATE: .....November 13, 2009
- 2. COMMODITY NAME: .....Chevrolet 14 Passenger (20 ft wide body) BOC lift van
- 3. COMMODITY CODE: ..... 07093
- 4. CONTRACT NUMBER: .....E194-716-10
- 5. CONTRACT PERIOD: .....November 13, 2009 through September 30, 2010
- 6. EXPECTED ORDER CUT-OFF DATE: .....**Build-out Date: September 30, 2010**
- 7. SUPERSEDES: ..... 7400-80A
- 8. AUTHORIZED USERS: .....State Agencies and Other Public Bodies
- 9. CONTRACTORS' DUNS: .....070318670
- 10. CONTRACTOR: .....National Bus Sales & Leasing Inc.  
800 Pickens Drive Exit  
Marietta, GA 30062
- 11. CONTACT: ..... **David Clawson**  
Telephone: (800) 282-7981  
Fax: (540) 337-4619  
E-mail: [dclawson@nationalbussales.com](mailto:dclawson@nationalbussales.com)
- 12. TERMS: .....Net 30
- 13. DELIVERY: .....120 days ARO
- 14. F.O.B.: .....Richmond, Virginia
- 15. PRICES & OPTIONS: .....**See Page Sixteen (16)**
- 16. FOR FURTHER CONTRACT INFORMATION CONTACT: .....Jessica L. Milburn  
Telephone: (804) 786-3857  
E-mail: [jessica.milburn@dgs.virginia.gov](mailto:jessica.milburn@dgs.virginia.gov)

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps)

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 7 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: *Jessica L. Milburn*  
Jessica L. Milburn / Statewide Contract Officer

## INSTRUCTIONS

1. **Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.**
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website [www.dgs.state.va.us](http://www.dgs.state.va.us) (Click on DPS icon, click on DPS forms).
4. **Renewals: Four (4)** one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. This contract was bid by the vendor with the understanding that the dealer is not required to maintain an inventory of vehicles for this contract. The dealer factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. The build out date is the last date that a dealer can order a vehicle. This date is some times adjusted by the manufacturer due to production changes. Please check the build out date before ordering.
7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation.



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**Master Agreement - E194 - 716 - 10 - New - Final**

**Term Contract for 14 Passenger (20 ft wide body) BOC lift Van (gas)**

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Document Id: 716

Title: 194:DRPT1417JLM

Print Date: 11/13/2009

Procurement Folder: 47919

Procurement Type: Complex IFB

Effective Begin Date: 11/13/2009

Expiration Date: 9/30/2010

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**Contact Information**

Jessica Milburn

Phone: 804-786-3857

Email: [jessica.milburn@dgs.virginia.gov](mailto:jessica.milburn@dgs.virginia.gov)

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**Authorized Agency**

This term contract is available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

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**Vendor**

Legal Name: National Bus Sales & Leasing Inc.

Contact Name: David Clawson

Location Legal Name: National Bus Sales & Leasing Inc. Contact Email: [dclawson@nationalbussales.com](mailto:dclawson@nationalbussales.com)

Contact Phone: 800-282-7981

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**Renewal Periods**

| Line Number | Renewal Period Length | Renewal Period Unit | Effective Date | Expiration Date | Notification Days (Prior to Expiration) |
|-------------|-----------------------|---------------------|----------------|-----------------|---|
| 1           | 1                     | Years               | 10/1/2010      | 9/30/2011       | 90                                      |
| 2           | 1                     | Years               | 10/1/2011      | 9/30/2012       | 90                                      |
| 3           | 1                     | Years               | 10/1/2012      | 9/30/2013       | 90                                      |
| 4           | 1                     | Years               | 10/1/2013      | 9/30/2014       | 90                                      |

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**Terms And Conditions**

**Section GEN**

**GENERAL TERMS AND CONDITIONS**

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

**APP. LAWS AND COURTS**

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **ANTI-DISCRIMINATION (1 of 2)**

**ANTI-DISCRIMINATION (part 1 of 2):** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

### **ANTI-DISCRIMINATION (2 of 2)**

**ANTI-DISCRIMINATION (part 2 of 2):** In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **ETHICS IN PUBLIC CONTRACTING**

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

### **IMMIGRATION REFORM**

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### **DEBARMENT STATUS**

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

### **ANTITRUST**

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

### **MANDATORY USE OF STATE FORM**

**MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any

portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

## **CLARIFICATION OF TERMS**

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **PRECEDENCE OF TERMS**

**PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEPARTMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

## **QUALIFICATIONS**

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **TESTING AND INSPECTION**

**TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **ASSIGNMENT OF CONTRACT**

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

## **CHANGES TO CONTRACT (1 of 2)**

**CHANGES TO THE CONTRACT (part 1 of 2):** Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

## **CHANGES TO CONTRACT (2 of 2)**

**CHANGES TO THE CONTRACT (part 2 of 2):** (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing

Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

## **DEFAULT**

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

## **TAXES**

**TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **USE OF BRAND NAMES**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

## **TRANSPORTATION AND PACKAGING**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **INSURANCE (1 of 3)**

**INSURANCE (part 1 of 3):** By signing and submitting a bid or proposal under this solicitation, the bidder or offers certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offers further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

## **INSURANCE (2 of 3)**

**INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:** 1)Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

## **INSURANCE (3 of 3)**

**INSURANCE (part 3 of 3):** NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

## **ANNOUNCEMENT OF AWARD**

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

## **DRUG-FREE WORKPLACE**

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **NONDISCRIMINATION**

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

## **PAYMENT (1 of 4)**

**PAYMENT (part 1 of 4):** To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal

employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

#### **PAYMENT (2 of 4)**

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

#### **PAYMENT (3 of 4)**

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

#### **PAYMENT (4 of 4)**

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

#### **eVA REGISTRATION (1 of 2)**

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. (Continued on part 2)

#### **eVA REGISTRATION (2 of 2)**

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii)

Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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## Special terms And Conditions

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**AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**AUTHORIZED DEALER:** By signing this bid, the Bidder certifies that it is a manufacturer authorized fleet dealer/representative for all equipment it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.

**ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commonwealth and or issuing agency/public body will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

**BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

**BUILD OUT DATE:** The bidder shall state the build out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breach of the contract.

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**EXTRA CHARGES NOT ALLOWED:** The bid price shall be for vehicles listed in solicitation and shall include all applicable freight/delivery and preparation charges; extra charges will not be allowed.

**OPTIONAL EQUIPMENT:** The Contractor's optional equipment cost shall be based on the Manufacturer Suggested

Retail Price (MSRP) for each option listed. The contractor **MUST reduce the MSRP no less than 10% or provide the option(s) at the Contractor's cost(s)** . Please provide DPS a list of optional equipment offered by completing **Attachment D**, Pricing Schedule, and submit with MSRP pricing or Contractor's cost if applicable. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive.

**Options listed on contract are authorized for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.**

**ADDITIONAL OPTIONS:** The Contractor may include in the contract all other options whether factory installed or aftermarket (**for use by local governments only**). **ADDITIONAL OPTIONS LIST MUST BE APPROVED BY DPS CONTRACT OFFICER.** Additional options are restricted to the vehicle model code on contract, and in no case shall the model code change. Additional options shall be offered at same price structure as **Optional Equipment**. Please provide DPS a list of additional options offered by completing **Attachment D**, Pricing Schedule, and submit with MSRP pricing schedules. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive.

Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed/additional options must reflect credit at actual cost originally calculated in base price of vehicle.

Local governments may purchase additional options by contacting the contractor directly for pricing and vehicle configuration on all additional options. **Attachment E** – Additional Option Spreadsheet is provided and shall be completed by local governments and attached with original vehicle spreadsheet to eVA order.

**Additional options are authorized for use by institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties - NOT TO INCLUDE STATE AGENCIES.**

**Contract vehicle with standard features, optional equipment and additional options are available as per terms and conditions of the contract. No other vehicle type, trim level or options are available under this contract.**

**PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The **PRODUCER PRICE INDEX/INDICES: 141105 TRUCKS, 14,000 lbs. AND UNDER**, and other relevant market conditions as approved by DPS, will be used as guides to evaluate requested price changes. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. Price adjustments may also be allowed at the introduction of new model year. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials. Documentation shall be supplied with the contractors request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractors suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

**PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

**PURCHASE VOLUME AND DOLLAR REPORT:** The contractor shall provide the Division of Purchases and Supply(DPS) a quarterly contract usage report **Attachment B**. This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.

**QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Vehicles to be purchased a minimum of 1 each and maximum of 500 each.

**EMBLEMS:** The successful bidder shall not attach any advertising emblem or decal anywhere upon the vehicle.

**PUBLICATIONS:** The successful bidder must furnish the following:

1. New Vehicle Warranty Information Manual, New Vehicle Owner's Manual, Manufacturer's Statement of Origin (MSO), Delayed Warranty Start Form, and any other such documents as necessary for delivery. (1 copy each per vehicle)
2. Each vehicle must be invoiced separately.

**EMISSIONS CERTIFICATION:** Vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.

**WARRANTY:** The warranty period must commence when vehicles are actually placed into service as evidenced by Purchaser's records, rather than commencing upon delivery. The warranty shall include the manufacturer's Bumper to Bumper Warranty (minimum 3 years or 36,000 miles). Also to include all standard manufacturer's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.

**DEALER PREPARATION:** Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer.

**Dealer vehicle preparation must be performed by dealer prior to delivery. Include in bid the cost of usual pre-delivery inspections.**

**DELIVERY:** No charge to any delivery point with a Richmond address. All other orders will be delivered as described elsewhere in the IFB. Each vehicle delivered shall be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper dealer preparation exist, the invoice will not be approved for payment until the vendor corrects all defects.

**DELIVERY:** Vehicles shall be delivered to the various state agencies, cities, counties, towns, and political subdivisions throughout the State as required. For bidding purposes only, quote delivery to 1111 E. Broad Street, Richmond, Va. 23219. (If your mailing address is Richmond, VA delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 1111 E. Broad street, Richmond, Va. 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 1111 E. Broad Street. Mileage will be determined based on Yahoo.com, (map, driving direction). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:15 A.M. and 4:30 P.M., Monday through Friday, except holiday.

**OPTIONS:** Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract.

**MISCELLANEOUS:** Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.

**TAXES:** No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.

**LICENSE:** Thirty day license tags shall be furnished with the vehicle.

**TITLE PAPERS:** All papers for titling purposes shall be delivered with the vehicle.

**ORDERING:** The parties agree that all orders issued under this contract by the Ordering Agency shall be processed through eVA. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been

processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.

**CONFIRMATION:** Dealers awarded items against this contract are required to send the ordering agency an electronic confirmation of receipt of the order. This applies to all orders issued against this contract. This information must be completed within 10 days after receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be emailed to the “**Ordering Person**” address shown on the order and to the attention of the contact person listed.

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**Commodity Information**

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**Line: 1**

NIGP Code: 07093

Description: 14 Passenger (20 ft wide body) BOC lift van

Unit Price: \$44,496.00

Estimated Delivery Days: 120

Unit: each

Delivery Type: Per Specifications

**Ship To**

Attention:

Shipping Location: eVA-Shipping Exception

Shipping Street Address 1: SEE COMMENTS

Shipping Address 2:

Shipping City: eVA

Shipping State: VA

Shipping Zip: 99999-9999

**Bill To**

Attention:

Billing Location: eVA-Billing Exception

Billing Street Address 1: Same as Ship To Address

Billing Street Address 2:

Billing City: eVA

Billing State: VA

Billing Zip: 99999-9999

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

**COMMONWEALTH OF VIRGINIA**

**Department of General Services**

**Division of Purchases and Supply**

**14 Passenger BOC (20 ft. Wide Body) – Chevrolet  
12 Ambulatory, One Wheelchair & Driver**

**Specifications – Set Aside for Small Businesses**

This specification is for 2010 or current year model, 14 Passenger BOC Wheelchair lift vans. The proprietary specifications are written, with justification, to meet the needs of the Commonwealth of Virginia and the Department of Rail and Public Transportation; however, the contract resulting from this bid will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

**NOTE:** Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

**Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.**

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in the Federal Register Vol. 56. No. 173 of September 6, 1991, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Chevrolet 14 passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

**Engine:** Chevrolet Engine, Gasoline or Flex fuel to be a minimum of 6.0 liters

**Gross Vehicle Weight (GVW):** To be not less than **12,300 lbs.**

**Wheelbase:** Minimum of 139"

**Overall Vehicle Length:  
(Bumper to Bumper)** Minimum of 21'

**Overall Exterior Width:** Minimum of 96"

**Exterior Height:** Minimum of 114"

**Ground to First Step:** Not to exceed 12"

**Tread Depth:** Minimum of 9"

**Step Riser:** Maximum of 9"

**Interior Width at Seat Level:** Minimum 90"

**Interior Height Standard Floor:** Minimum 78"

**Usable Floor Length:** Minimum of 137" (curbside) and 150" (streetside)

**Ambulatory Door:** Manually operated double outward opening transit door design, with a clear opening of 32" wide by 83" high. The door control shall be a "pistol" style device with an over-center positive lock design. Door control shall be reinforced with a steel plate at the door and firewall connections. Ambulatory step well shall be comparable to door

width and shall have a minimum of three steps including the floor surface as one step.

**Wheelchair Lift Doors:** Double Leaf Design with clear opening of 70" H x 46"W, 21"H X 12" W fixed glass in each door leaf, leafs to be maintained in open position by a top mounted, steel check style, zinc plated door hold open device with 30 LB. springs. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Both doors shall include windows in the upper sections. Wheelchair lift doors shall include a spring type "door open" device, mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

**Rear Door:** 32" x 58" with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable)

**Vehicle Body:** The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable.

**Body:** The body shall be constructed of steel frame members completely encircling the passenger compartment going from the floor supports on one side, up, across the roof and down to the floor supports on the other side to provide more or less of a roll bar at each body post location. These post assemblies, or roll bars, shall be tied together with longitudinal stringers at the top and bottom lines of the window openings and at least one on the body roof centerline to produce a safety cage design. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application and caulking compound zinc chromate type, butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

**Front Axle:** To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

**Rear Axle:** To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

**Shock Absorbers:** Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

**Suspension:** The suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

**Automatic Transmission:** Shall be a 6 speed electronic transmission with overdrive must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

**Drive Shaft:** Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

**Exhaust System:** Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit at the rear of the vehicle.

**Fuel Tank:** To have the largest capacity furnished by manufacturer, minimum of 30 gallons.

**Brakes:** Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

**Parking Brake:** Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

**Steering:** Power steering and equipped with a tilt steering wheel.

**Tires and Wheels:** Tires shall be the manufacturer's standard tubeless radial for the size vehicle and GVWR for the vehicle. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted. A standard model tire jack shall be provided, spare tire shall be full size matching the OEM with a steel wheel.

**Electrical Alternator:** Shall be a minimum 145 AMP.

**Voltage Regulator:** Shall be solid-state 12-volt system. Shall be compatible with the generator/alternator involved.

**Battery:** Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1150 CCA.

**Wiring:** Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification..

**Wiring Schematics:** The manufacturer shall provide complete **AS BUILT** wiring schematics showing the original wiring and the added wiring for the vehicle involved. The schematics shall be made available to the recipient on disk or hard copy.

**Exterior Armored Clearance Lights:** Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

**Interior Access Door:** An access door on the front bulkhead or over driver seat to access to the marker lights.

**Reflectors:** Four reds at rear and two amber at front.

**Directional Signals:** Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window. The additional brake light shall either be flush mounted or armored.

**Interior Dome Lights:** Shall be ceiling or side mounted. There shall be a minimum of six ceiling mounted lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded step well lights, wired to light when the door opens and shall be mounted on both sides of the step well to provide light on each step tread, plus an area on the ground (3) feet beyond lower step. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

**Lighting:** Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

**Instruments:** Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

**Controls and Switches:** They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable.

**Heater:** Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

**Rear Heater:** A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.

**Windshield Wipers/Washers:** To be manufacturer's standard for the vehicle involved. A FOUR (4) -position switch having OFF, INTERMITTENT, LOW and HIGH positions shall control wipers.

**Sun Visor:** Shall be padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

**Mirrors:** Two (2) exterior rear view mirrors shall be provided on break-away brackets, one (1) at the driver's left side, and one opposite on the rights side. Convex spot mirrors of 2.5 inches in diameter will be provided on each exterior mirror. One (1) interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration. A fresnel lens (minimum 8"x10") shall be centered and installed/glued on the rear window. Or Equivalent style/type mirror and mount.

**Exterior Finish:** Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be Dupont ChromaBase or equivalent approved by DRPT. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be painted or direct contact 3M seven-year vinyls or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment. The same option will apply if new systems are added after contract award.

**Interior Colors:** Shall be chosen from the manufacturer's standard colors.

**Floor Deck:** The seamless finished sub floor is  $\frac{3}{4}$ " thick Fiberglass Reinforced Plywood. The inner core of the FRP panels made of Northern Fir B/C plywood that has been plugged and filled. This material to be sandwiched between 18 oz woven rope fiberglass matt impregnated with fiberglass resin. The face side to have 20 mil gel coat finish and the back side to be covered with extruded melinex film.

The FRP panels are installed on top of the steel sub frame with grade five bolts. Construction adhesive utilized along the top of all floor members that intersect the floor decking material. A minimum of six bolts per cross member.

**Floor Covering:** Shall be RCA transit quality rubber 1/8" thick, smooth under passenger seats and in the driver's area. Aisle covering shall be RCA transit quality 3/16" thick ribbed. Step treads shall have a white edge or nosing to pronounce the presence of the step. Vestibule covering shall be mitered to match the ribs in the aisle strip to facilitate clearing. There shall be no lip or nosing overhang; the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall be included at the forward area of the passenger compartment.

**Combination Roof Ventilator/Emergency Exit:** A no closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24 inches x 24 inches, shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle. Model #1175 Triple Value Safety vent or approved equal.

**Insulation:** The roof, sides and rear doors including front and rear cab area, to be insulated and lined. Areas between the inner and outer vertical walls and roof should be insulated with a fiberglass of an R factor of 6 or an equivalent type insulation.

**Windows:** Transit type top "T" slider windows with safety glass, 31% tinted shall be installed in each side of the passenger compartment. Each window shall be a minimum of 24" wide by 30" high. Each window shall include a ventilation section providing ventilation for the passengers. One window on each side of the bus shall function as an emergency exit in accordance with FMVSS #217.

**Interior:** All interior panels, materials and treatments shall be flame retardant. The headliner, side-walls and cab liner shall be fiberglass panels to facilitate ease of cleaning.

**Undercoating:** The underbody, including wheel housings, shall be undercoated. Undercoating to be applied wherever allowed by the chassis OEM. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

**Mud Deflectors:** Mud flaps shall be provided mounted to both front and rear wheel wells.

**Seating:** To have seating capacity of 14 adults including the driver and one passenger in a wheelchair. The stationary seats for 12 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum hip to knee spacing will be 33 inches. All aisle side seats to include padded seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 201,202,207,208,209,210,214, 225 and 302.

**Seat Covering:** Standard vinyl seat coverings shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown.

**Floor Plan:** All bidders shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Offers submitted without a floor plan as described above will be deemed non-responsive.

**Driver's Seat:** Driver's seat to be a Freedman / Chevy Sport Seat Model # 25479. The driver's seat will include a reclining feature. The seat shall also include a right side molded armrest, adjustable headrest, four way adjustable lumbar support and the Chevrolet OEM base. The driver's seat shall also have a fore and aft adjustment.

**Bumpers:** Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper shall be painted steel and include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

**Towing Devices:** There shall be attachment points (2) at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

**Air Conditioning:** Air conditioning shall be Trans Air model TA-712 Super or equivalent.

The air conditioning system shall consist of two (2) completely independent air conditioning systems (minimum of 55,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

**Compressor:** A second compressor shall be installed on the vehicle engine it is specific to the passenger area air conditioning system. The compressor shall be nominal ten (10) cubic inch displacement.

**Evaporator:** Trans Air model TA-71 or pre approved equal.

**Condenser:** Trans Air model SMC2S or pre approved equal.

**Fast Idle / Interlock:** Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

**Safety Equipment:** The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passenger.

16unit Virginia Bus First Aid kit,

To include the following:

- (2) Band aids
- (3) 4" Bandage compress
- (2) 2" Bandage compress
- (2) Triangle bandage
- (2) 4" Gauze compress
- (1) Bee Sting swabs
- (2) Zeph chloride swabs

Fire extinguisher, 5# ABC type  
Warning triangles, reflective type - (3) units  
OSHA approved Body Fluid Clean Up Kit

**Radio:** To be an AM/FM/CD stereo radio with a digital clock feature and a minimum of four (4) speakers.

**Wheelchair Lift:** A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 lbs. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacture as being adequate for the minimum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

**Securement Devices:** There shall be one wheelchair tie down space (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series "L" track with Sure-Lok Titan wheelchair/occupant restraint systems. Please note: bidder shall be required to offer both manufacturer's securements (the one listed here and the other is listed on the optional equipment sheet.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

**Stanchion Bar:** Stanchion and grab bars shall be of corrosion steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab shall be located on top of each forwarded facing aisle seat except front passenger and driver seats and seats at rear door. A 20" passenger assist grab bar shall be securely mounted on both sides of the entrance door (dual door location), to provide additional support while boarding and alighting. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both stanchions shall include a horizontal stanchion that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

**Doors, Steps and Thresholds:** Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

**Priority Seating Signs:** Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

**Interior Circulation, Handrails and Stanchions:** Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions.

**Front End Alignment:** Final front-end alignment before delivery. Printed before and after readings to be included.

**License Brackets:** Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

**OEM Approved Converter:** All bidders must certify that they strictly conform to all requirements set forth by General Motors for final stage converters. Proof shall accompany bid.

**International Organization for Standardization 9001:2000 (or equivalent):** All bidders will be required to submit an ISO 9001:2000 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2000 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2000 certification insures compliance with the customer's quality requirements and applicable regulatory requirements while enhancing customer satisfaction and achieving continual improvement of it's performance in pursuit of these objectives.

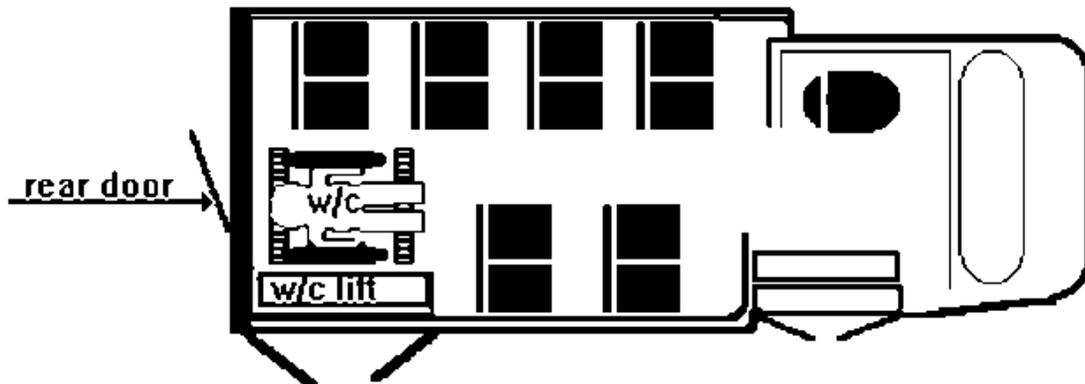
**Maintenance Provisions:** A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of twelve (12) months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts and service inquiries Monday through Friday, 8:00 AM to 5:00 PM, except during Holidays recognized by The Commonwealth of Virginia. All bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All bidders shall be required to submit documentation providing the names of the vendors who are to provide the service points. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.1, Chapter 4, and Article 9 of the Code of Virginia and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the Department of Rail and Public Transportation (DRPT) staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 AM - 5 PM, Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

**Preliminary invoice:** A preliminary invoice must be received at least 30 days prior to delivery to ensure prompt payment.

**Federal Conditions of Manufacturer/Vendor:** The attached federal conditions of Manufacturer/Vendor must be completed with bid package.



| <b>Pricing Schedule - Options</b>   |                    |                       |
|---|--------------------|-----------------------|
| <b>Option Description</b>   | <b>Option Code</b> | <b>Contract Price</b> |
| <b>BASE VEHICLE PRICE:</b>  |                    |                       |
| Price of Base Vehicle:  |                    |                       |
| <b>Chevrolet 14 Passenger BOC lift Van (20 ft. wide body)</b>   | <b>GCC263</b>      | <b>\$44,496.00</b>    |
| <b>OPTIONAL EQUIPMENT:</b>  |                    |                       |
| Add 34 inch two passenger foldaway vertical flip seat in the wheelchair securement area.  | 4804               | \$747.00              |
| Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal. | 15991              | \$349.00              |
| Sure-Lok Retractor Solo System. Kit No. FF660S-4C   | 4329               | \$837.00              |
| Daytime Running Lights  | STANDARD           | STANDARD              |
| USSC Driver Seat  | 45093              | \$1,458.00            |
| Rear help bumper  | 2110               | \$949.00              |
| Service Manual with Wiring Diagrams   | G001B              | \$325.00              |
| Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price. | 3075               | \$140.00              |
| Q'Straint QRT Max Securement  | 43007              | \$592.00              |
| Stainless steel wheel inserts   | 7124               | \$349.00              |
| Folding arm rests per seat  | 4655               | \$39.00               |
| Adjustable head rests per seat  | 4757               | \$94.00               |
| ABS seat backs  | 4756               | \$95.00               |
| Front roller type destination sign (25 stations)  | 7060               | \$1,299.00            |
| Side roller type destination sign (25 stations)   | 7063               | \$1,262.00            |
| Destination sign lettering (per placement, per sign)  | G0005              | \$25.00               |
| Driver's locking document box – cabinet style with key lock on door   | 1550               | \$78.00               |
| Diamond Model XV fare-box with two vaults   | G0009              | \$1,428.00            |
| Shop manuals  | G001A              | \$295.00              |
| Freedman integrated child restraint seats - single child restraint seat with companion seat   | 4853               | \$1,039.00            |
| Freedman integrated child restraint seats – dual child restraint seats  | 4850DBL            | \$1,491.00            |
| Level three seat covering-per seat  | 4953               | \$22.00               |
| Level four seat covering – per seat   | 4954               | \$59.00               |
| Level five seat covering – per seat   | 4955               | \$96.00               |

|   |          |            |
|---|----------|------------|
| Level six seat covering – per seat                                  | 4956     | \$119.00   |
| Level seven seat covering- per seat                                 | 4960     | \$149.00   |
| 30" x 42" interior baggage rack                                     | 4030     | \$664.00   |
| Delete rear window (CREDIT)   | G003     | (\$90.00)  |
| Overhead standee rail (one)   | 1520     | (\$80.00)  |
| Overhead standee rails (two)  | INCLUDED | INCLUDED   |
| Overhead interior parcel bins                                       | 4060     | \$719.00   |
| Bullet style reading lights – each                                  | 31871    | \$29.00    |
| Reflexite reflective tape package (egress windows and body outline) | G0007    | \$380.00   |
| Alarm and warning light signaling lift door open                    | G0008    | \$180.00   |
| Sport-works DL2 two position bike rack painted steel                | 2117P    | \$1,965.00 |
| Sports-works DL2 tow position bike rack stainless steel             | 2117S    | \$2,347.00 |
| LED clearance lights upgrade  | 31812    | \$290.00   |
| Luminator front and side destination signs                          | LUFS     | \$4,094.00 |
| Twin Vision front and side electronic destination signs             | TVFS     | \$3,980.00 |
| Next stop signal system   | 3192     | \$698.00   |
| Child "Checkmate" system  | G0004    | \$490.00   |
|   |          |            |
| Additional Options: None  |          |            |
|   |          |            |