

DIVISION OF PURCHASES AND SUPPLY

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

CONTRACT AWARD SUMMARY

- 1. DATE:May 19, 2010
- 2. COMMODITY NAME:Raised Roof van with Wheelchair Lift
- 3. COMMODITY CODE: 07093
- 4. CONTRACT NUMBER:E194-767-10
- 5. CONTRACT PERIOD:May 19, 2010 through September 15, 2010
- 6. EXPECTED ORDER CUT-OFF DATE:**Build-out Date: June 21, 2010**
- 7. SUPERSEDES: 7200
- 8. AUTHORIZED USERS:State Agencies and Other Public Bodies
- 9. CONTRACTORS' DUNS:010053718
- 10. CONTRACTOR:Sonny Merryman, Inc.
P.O. Box 495
Rustburg, VA 24588
- 11. CONTACT: **Mark Roberts**
Telephone: (800) 533-1006 x311
Fax: (434) 821-8203
E-mail: mroberts@sonnymerryman.com
- 12. TERMS:Net 30
- 13. DELIVERY:150 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

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: 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 (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.



Master Agreement - E194 - 767 - 10 - New - Final

Term Contract for Raised Roof van with Wheelchair lift

Document Id: 767

Title: 194:720080JLM

Print Date: 12/4/2009

Procurement Folder: 52303

Procurement Type: Complex IFB

Effective Begin Date: 5/19/2010

Expiration Date: 9/15/2010

Contact Information

Jessica Milburn

Phone: 804-786-3857

Email: jessica.milburn@dgs.virginia.gov

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.

Vendor

Legal Name: Sonny Merryman Inc.

Contact Name: Mark Roberts

Location Legal Name: Sonny Merryman Inc.

Contact Email: mroberts@sonnymerryman.com

Contact Phone: 800-533-1006 x311

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	9/16/2010	9/15/2011	90
2	1	Years	9/16/2011	9/15/2012	90
3	1	Years	9/16/2012	9/15/2013	90
4	1	Years	9/16/2013	9/15/2014	90

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 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) 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 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)

Special terms And Conditions

SCOPE: This procurement is "SET-ASIDE FOR DMBE CERTIFIED SMALL BUSINESSES". The purpose of this invitation is to solicit SEALED bids that will result in a statewide contract for 2010 or current model year, new, raised roof vans with wheelchair lift, and necessary services described herein. The specifications are written to meet the needs of the Commonwealth of Virginia and 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. Bidders are strongly encouraged to submit bids electronically through eVA. However, you may submit your bids in writing as described below.

ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

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.

AWARD: The Commonwealth will make award(s) to the **lowest responsive and responsible bidder per line item on the basis of base price for vehicle excluding options**. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

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 ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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, 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. Contractors should email Catalog or Index Page information to 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.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for (4) four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

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.

REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. **CONTRACTOR’S QUARTERLY REPORT OF SALES:** Contractors shall provide electronic reports in Microsoft Excel format on a quarterly basis showing invoiced sales data. See Attachment B for the report template which identifies the information to be provided. Reports are to be provided in accordance with the **PURCHASE VOLUME AND DOLLAR REPORT**, reporting total invoiced sales and returns transactions that took place in the immediately prior quarter. Quarterly reports shall be sent to the contract officer and to the following email address: vappreport@dgs.virginia.gov. Due to the high visibility of VaPP, consistent report tardiness may be cause for contract termination.

B. **SURCHARGE ADJUSTMENT:** The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor’s monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include “VAPP SCA fee”, the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: **Treasurer of Virginia.**

Checks are mailed to:
Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

Commodity Information

Line: 1

NIGP Code: 07093

Description: Raised Roof van with Wheelchair Lift

Unit Price: \$37,421.00

Estimated Delivery Days: 150

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

SPECIFICATIONS

This specification is for 2010 or current year model, raised roof van with rear loading lift. The specifications are written 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 raised roof van with rear loading lift are as follows:

Gross Vehicle Weight (GVW): To be not less than 9,500lbs.

Length Overall (Minimum): 236.4 inches

Exterior Width (Minimum): 79.4 inches

Height Overall: Maximum 105"

Interior Height: Minimum 69"

Wheelbase (Minimum): 138 inches

Step Height from Ground 12 inches (No load) (Maximum)

Side door entry width: Minimum 25"

Aisle width seats unfolded: Minimum 10"

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: 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 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.

Engine: To be a 5.4L flex fuel or gasoline engine. Chassis manufacturer's auxiliary engine oil cooler shall be provided (if available from factory). Aftermarket oil cooler is not acceptable.

Automatic Transmission: To be a 4 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.

Power Steering: Integral-type, hydraulically assisted and a Chassis manufacturing tilt wheel shall be provided.

Drive Shaft: To 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: To be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler.

Engine Air Cleaner: To be a dry replacement element. Type and make to meet the engine manufacturer's recommendation.

Fuel Tank: Fuel tank is be the largest capacity available from manufacturer, minimum of 35 gallons. Tank should be located in an area protected under the vehicle. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements. Tank shall be calibrated with OEM dash fuel gauge.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Rear anti-lock brakes shall be provided. Brakes shall be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 m.p.h. They must be capable of this type of stop three times in rapid succession from a speed of 20 M.P.H. without brake fade. Braking system shall comply with FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes. 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.

Tires and Wheels: Vehicles shall be equipped with five (5) premium tubeless, steel belted, black sidewall, all-weather radial tires of largest size available from OEM for GVWR specified. All tires shall be electronically spin balanced to a minimum of 55 MPH. Vehicles shall be equipped with the heaviest duty 16 inch one piece ventilated steel wheels recommended for the GVWR and tires specified. Wheels shall be completely interchangeable and be provided with hubcaps. One matching spare tire and wheel per vehicle is required secured in OEM storage location under the rear of the vehicle.

Electrical Alternator: Alternator shall be the largest available from chassis manufacturer; 155 AMP.

Batteries: Two (2) maintenance free, 12-volt batteries with a combined minimum of 1200 CCA shall be provided.

Interlock / Fast Idle: Intermotive Gateway Model A1 fast idle device including Intelligent Lift Interlock System (ILIS) or approved equivalent.

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. Circuit breakers and electrical panels shall be located to be easily accessible. Separate fuse panel for all add-on components, located in an accessible area. The manufacturer shall provide complete wiring schematics showing the original wiring and all added wiring for the vehicle. The schematics should be contained in a three ring binder and include a table of contents or provided in another format similar to this.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Control switch shall be self-canceling type mounted on the steering column, and shall include a hazard-warning feature as required by FMVSS 108.

Lighting shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting. Any step well or doorway immediately adjacent to the driver shall have when the door is open at least 2 foot-candles of illumination measured on the step tread or lift platform. Other doorways in which lifts are installed shall have at all times at least 2 foot-candles of illumination measured on the step tread or lift, when deployed at the vehicle floor level. The vehicle doorways, including doorways in which lifts are installed, shall have outside light(s) which, when the door is open provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shield to protect the eyes of the entering and exiting passengers. Interior dome lights shall be side wall or ceiling mounted. A dome light shall also be provided over the driver's seat area with a separate control switch.

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 shall be supplied: a) voltmeter (if available from the OEM) b) engine water temperature c) oil pressure (if available from the OEM) 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: All auxiliary switches will be located in a control panel mounted within easy reach of the driver.

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: An auxiliary floor-mounted heater shall be installed for passenger comfort. This unit shall be rated at 50,000 Btu (minimum) and controlled from the driver's position. The rear-heating unit shall be located so as to not adversely affect the wheelchair tie down area.

Air Conditioning: The maximum available OEM (chassis manufacturer) air conditioning system shall be included in the driver area.

Rear Air Conditioning: Auxiliary air conditioning shall be provided with this conversion. The system shall incorporate an after-market ceiling-mounted evaporator, and an after-market skirt-mounted 2-fan condenser, tied into the OEM (chassis manufacturer) compressor. The ceiling-mounted evaporator shall be rated at a minimum 35,000Btu/hr-IMACA (Carrier Gen V EM-7, or approved equal), and the 2-fan condenser shall be rated at a minimum 57,000Btu/hr-IMACA (Carrier Excel CM-2 Condenser, or approved equal). The condenser shall be installed in the skirt of the vehicle on the driver's side.

General Air Conditioning Specification: The air conditioning system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided barrier types; (type C, Class II) and refrigerant hoses and fittings must be SAE specification J2064 compliant. All air-conditioning hoses, heater hoses, and wiring shall be properly protected. The air conditioning system shall be equipped with high and low-pressure protection. All passenger area air conditioning electronic relays, fuses, and circuit breakers shall be mounted in one location for reliability and ease of repair and cannot be mounted in a location, which exposed to environmental elements.

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

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.

Exterior Mirrors: Two exterior rearview mirrors shall be provided. These mirrors shall be OEM.

Exterior Finish: Shall be the vehicle manufacturer's standard white.

Letter / Logo: The successful vendor will be responsible for adding lettering and system logo per the end user's specifications. All lettering and logo work shall be done in 3-M (or approved equal) seven year vinyl. All bidders should consider the possibility that vehicle recipients may request lettering and logo reproduction on all four sides of the vehicle.

Rustproofing/Undercoating: The underbody, including wheel housings, shall be treated to prevent corrosion and deaden sound 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.

Raised Roof Conversion: A raised roof cap with 69" minimum center aisle height is required. Ceiling shall be constructed of a single contiguous-formed smooth-finished headliner. Vehicles shall have a collapse-resistant rollover cage of 1" x 1" x .065 (minimum) steel tubing with a minimum of three lateral and two full-length longitudinal members. Roof shall be constructed so that the structural integrity of the original vehicle is not destroyed. The cage shall be bolted, lagged, or welded into the original structure, be adequately reinforced at all points where stress concentration may occur to prevent vibration, drumming or flexing service. Both outer and inner roof shall be attached to the body in the same manner to prevent leakage. The extended steel doorframes shall be completely covered by fiberglass shell and shall be done in such a fashion as to maintain the roof aerodynamic design. Documentation certifying compliance with FMVSS 220 shall be submitted with bid. Testing shall be completed by an independent automotive testing facility or a licensed professional engineer (P.E.).

Body: 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 chromed type, butyl/rubber type or approved. Body shall be thoroughly tested and made tight to prevent leakage.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent, combination roof ventilator-emergency escape hatch 24" x 24" shall be installed in the vehicle roof which, when open and the vehicle is in a forward motion, shall provide air inside the vehicle. Specialty Manufacturing Co, specialty Hatch Model #8915 or Transpec Inc. Model #1175 Triple Value Safety Vent.

Insulation: The roof and sides including front and rear cab area, and vehicle sidewalls are to be insulated.

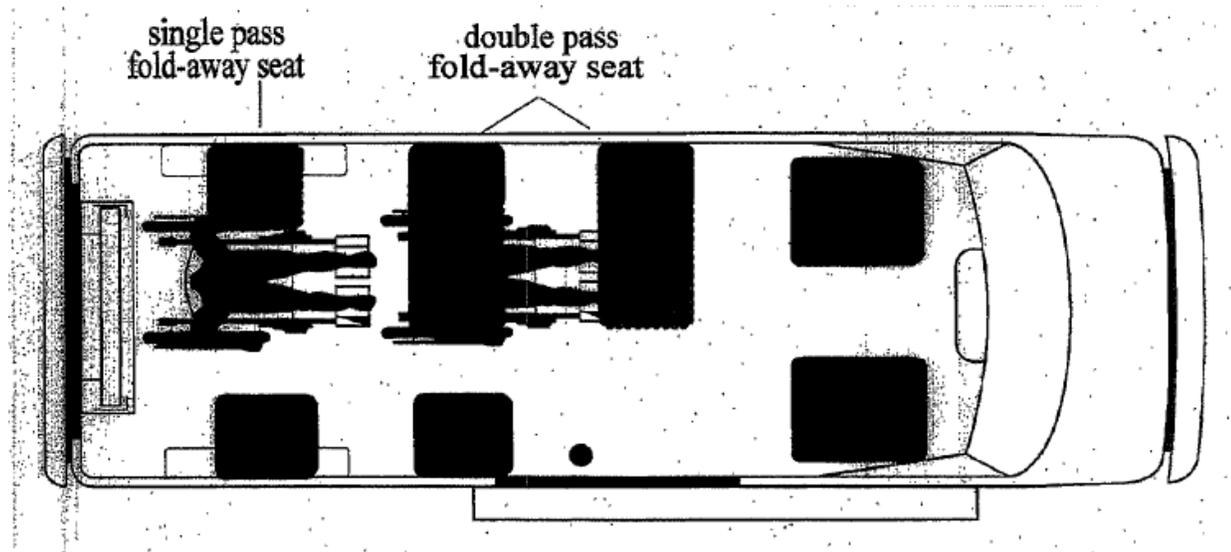
Windows: Windows are to be OEM (vehicle manufacturer) standard vented windows. Windows shall be supplied with OEM standard safety tint glass. All emergency exits shall be clear openings and be noticeably labeled. All windows shall be fitted with durable firmly installed weather seals to prevent the entrance of air and water, including spray from commercial vehicle wash equipment and driven rain.

Floor: The sub-floor shall be ¾ inches thick marine grade plywood. Floor shall be continuously attached to sub-flooring by waterproof adhesive without voids. Floor shall be at least 1/8" smooth under seats and 3/16" ribbed over remainder of floor and step treads. The step treads shall have molded white or yellow step edges. The wheel wells shall be covered with molded plastic housing. Flooring color shall harmonize with vehicle interior. Wheel wells shall be covered in such manners that trim screws do not protrude in the underside of the wheel wells. There shall be molded plastic between sidewalls and floor for ease of cleaning. Clear silicone caulking shall be used at any and all points where moisture may enter the flooring material.

Minimally, the areas where the plywood floor meets the sidewalls of the vehicle and at all door openings shall be sealed with a clear silicone caulking.

Interior: Interior sidewalls shall be covered with formed ABS textured panels (gray). Interior panels shall be flame retardant and treated to be easily cleaned.

Seating: The vehicle will include seating for a driver, up to eight ambulatory passengers and two wheelchair passengers. With one standard wheelchair on board, there will be seats for the driver and seven ambulatory passengers. With two standard wheelchairs on board, there will be seats for the driver and 3 ambulatory passengers. See sample seating diagram below. All bidders shall submit a floor plan meeting the capacity requirements. Bidders not submitting a proposed floor plan will be deemed non-responsive. Seating shall be Freedman Seating Company FSC 3PT Foldaway and bench seating (or approved equivalent), and fully compliant with all FMVSS 208 standards. Seat belts shall be provided. Seats shall have full individual spring suspension for each passenger as well as contoured full lower back (lumbar) support, and shall be covered with level 3 vinyl. The vehicle/seating shall also conform to the child restraint anchorage system requirement of FMVSS 225.



Driver's Seat: Driver's seat shall be standard OEM gray vinyl and include a moveable armrest on the right side of the seat. The seat should be able to adjust forward, backward, and tilt.

Driver Step: A single foot driver step with a non-skid surface shall be provided. The step shall offer a minimum 300 pound capacity.

Bumpers: OEM (chassis manufacturer) 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 finish may be steel chrome plated or painted black.

Safety Equipment: The following safety equipment shall be mounted in an appropriate location within the vehicle so as not to interfere with driver or passengers.

- First aid kit, 16-unit size (2 bandages, 3 – 4" bandage compress, 2 – 2" bandage compress, 2 triangle bandages, 2 – 4" Gauze compress, 1 bee sting swab, and 2 Zephyr chloride swabs)
- Fire extinguisher, 5# ABC type
- Warning triangles, reflective type - (3) units
- OSHA approved Body Fluid Clean Up Kit

Roof Mount Antenna Preparation: Vehicle shall be wired to allow two-way radio installation. Van shall include a rooftop mounting ground plane and a conduit with a pull wire and interior access door. The

conduit shall begin at the ground plane and terminate in the driver's compartment. The conduit shall be concealed in the body structure.

Radio: shall be an AM/FM radio with A digital clock feature and a minimum of two (2) speakers.

Ambulatory Door/Step Well (side cargo door location): The front cargo door shall have a lowered stepwell (minimum of 2 steps below floor level) constructed of corrosion resistant 11 gauge steel. The ground to the first step shall not be less than 9" and no higher than 12" unloaded. There shall be a maximum 9" rise in the steps. Step tread depth shall be a minimum of 9" and each step shall offer a clear walk-in width of 21". These steps shall be fully recessed, enclosed, and protected from wind, rain, and weather. Each step shall be covered with a non-slip step covering (black) with either white or yellow step edging. Entry area dimensions shall be a minimum of 25" in width and 56" in height from floor level. The entry way shall include a floor to ceiling stanchion to the left of the entry step.

Wheelchair Lift Door: The OEM rear cargo doors shall be modified to accommodate the installation/operation of a wheelchair lift. These access doors shall be provide 60 inches head clearance. The doors shall be securely attached to the vehicle and shall not leak water. The extended portion of the door shall be constructed of 11 gauge steel, and the extended doorframe vertical members of 16 gauge steel. All components are to be of welded construction.

Doors - General: Two keys and locks for all doors shall be supplied. All doors shall be sealed to prevent entry of air drafts and water into vehicle interior, including spray from commercial vehicle wash equipment and driven rain. Materials used for weather seals shall be designed to withstand road splash, salt and other exterior elements without cracking, leaking, loosening or deteriorating and shall be covered in the initial one year warranty.

Wheelchair Lift: A wheelchair lift shall be in the rear door. A Braun Century Model NCL9171B-2 or approved equivalent, 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 will be two wheelchair tiedown spaces (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 will 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 (or Q'Straint QRT Max) or equivalent. Please note: bidder will be required to offer both manufacturer's securements. (Include the one not in the base model on the options 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 and Grab Bars: Shall conform to the specifications as outlined in the ADA regulations Sub-part B-Buses, Vans, and Systems, 38.29 Interior circulation, handrails and stanchions. The stanchions and grab rails shall be tubular, bright finished metal covered in durable high-density energy absorbing padding. All stanchions shall be 1 1/4inch in diameter and shall be mounted in structural members with corrosive resistant mounting brackets. All stanchions shall be mounted floor to ceiling in structural member. Grab rails shall be provided to the left of the entrance door within reach from

the ground to assist passengers in both boarding and alighting.

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

ISO 9001:2000: Converter must be ISO 9001:2000 certified.

OEM Approved Converter: Manufacturer must be an approved converter by vehicle manufacturer and be certified as a QVM builder and meet audit requirements.

Transit Vehicle Manufacturer: Converter must be listed as a Transit Vehicle Manufacturer. Bidder must submit a copy (with the bid) of the FTA's goal acceptance letter for the current fiscal year.

Maintenance Provisions: A description of how and by whom warranty service can be provided shall 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 should 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 (letters from vendors) of the vendors who handle the warranty of both chassis and body (including bus body air conditioning and wheelchair lifts). Service on warranty must be available in at least four area of Virginia. (Northern Virginia Area, Richmond Area, Hampton Area and Roanoke Area).

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.

Dealer prior to delivery must perform new vehicle service preparation. The vendor shall provide the Department of Rail and Public Transportation (DRPT) staff five working days notices for DRPT inspection of vehicles – contact Neil Sherman at 804-786-1154. 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 to have 30-day tags on delivery to recipient. All vehicles shall be delivered to recipient and DRPT will pay 60 cents per mile one way for delivery past the total mileage from the vendor's location in Virginia to Richmond.

Dealer Requirements: All bidders shall be licensed Virginia Motor Vehicle Dealers as provided in the Virginia Motor Vehicle Dealer Board laws, Chapter 15 Title 46.2, Code of Virginia. A copy of a valid (current) certification must be included with the bid. In addition, all bidders will be required to have a full service facility located in the Commonwealth (not a third party contractor) offering full warranty service for all conversion features.

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

Optional Floor Plan #2 Information

Optional floor plan two to include transit entry door system: A transit door system shall be included. The manufactured door system shall consist of aluminum door panels, reinforced by aluminum extrusions for structural strength. All door hinges should be stainless steel construction. The passenger entry/lift access door system shall be contained in stainless steel doorjamb, welded to the vehicle.

The main service entrance door (front, curbside) shall be equipped for mechanical operation from the drivers seat, using a handle and bar assembly.

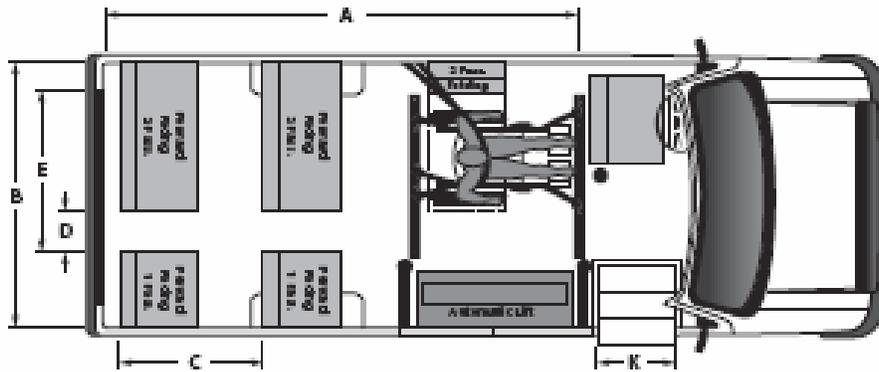
Door assembly must have locking provisions from inside the van. Reinforcement bracing shall be installed in door panel to adequately support bar assembly.

The ambulatory entry door shall be a single leaf (panel) "transit style" (i.e. non-OEM/van) door of consistent width dimension from top to bottom, 86 inches high (nominally), and 26 inches wide (nominally-exclusive of door opening mechanism). Door adjustment shall sufficiently prevent opening past perpendicular (90 degrees) to the extent that body/door damage might otherwise result. Windows (FMVSS safety glass) shall be provided in the top and bottom portions of the entry door.



The front service entrance shall have at least two interior steps below floor level. No outside steps allowed. The bottom step may protrude (flare out) a few inches from the body to meet dimensional requirements, however, the door and stepwell sides must enclose all steps. The bottom step must be enclosed by rubber trim. The bottom step shall not be, or constitute a safety hazard. Each step shall be 26 inches (nominal) in width, and have at least a 9-inch tread depth. Risers shall not have more than a 9-inch rise. All step tread surfaces shall be covered with an anti-slip, fire resistant, ribbed rubber material at least three-sixteenths inch thick. The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture penetration. Step edges shall be marked with a yellow safety nosing. The height to the first step from the ground shall not exceed 12" when the vehicle is empty.

This transit entry system shall also provide double, hinged (curbside) lift access doors to facilitate access to the wheelchair lift. The doors shall provide a clear vertical opening of 69 inches and an opening width of 42 inches. Each door shall further possess a single upper window (FMVSS safety glass). In addition, each door shall utilize a gas cylinder assist to simplify door opening/closing. These cylinders also act to secure the doors in the fully open position.



Optional Floor Plan #3 Information

Optional floor plan three (see below) to include transit entry door system: A transit door system shall be included. The manufactured door system shall consist of aluminum door panels, reinforced by aluminum extrusions for structural strength. All door hinges should be stainless steel construction. The passenger entry/lift access door system shall be contained in stainless steel doorjamb, welded to the vehicle.

The main service entrance door (front, curbside) shall be equipped for mechanical operation from the driver's seat, using a handle and bar assembly. Door assembly must have locking provisions from inside the van. Reinforcement bracing shall be installed in door panel to adequately support bar assembly.

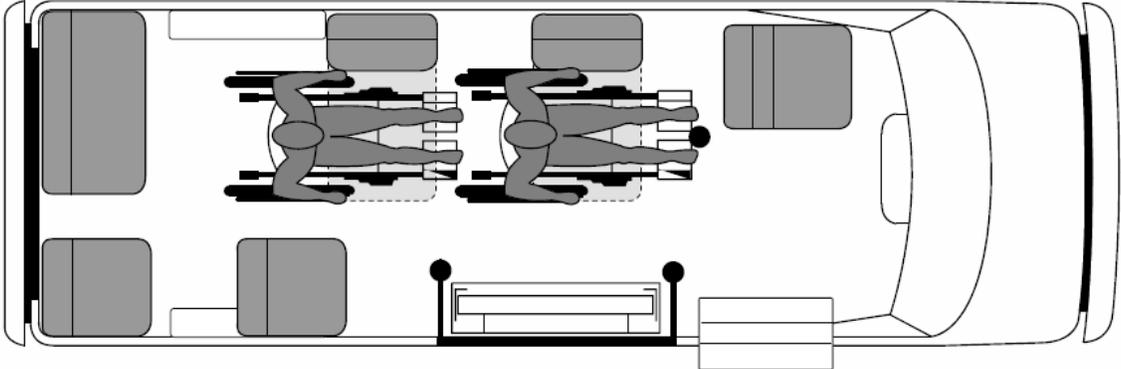
The ambulatory entry door shall be a single leaf (panel) "transit style" (i.e., non-OEM/van) door of consistent width dimension from top to bottom, 86 inches high (nominally), and 26 inches wide (nominally – exclusive of door opening mechanism). Door adjustment shall sufficiently prevent opening past perpendicular (90 degrees) to the extent that body/door damage might otherwise result. Windows (FMVSS safety glass) shall be provided in the top and bottom portions of the entry door.



The front service entrance shall have at least two interior steps below floor level. No outside steps will be allowed. The bottom step may protrude (flare out) a few inches from the body to meet dimensional requirements, however, the door and stepwell sides must enclose all steps. The bottom step must be enclosed by rubber trim. The bottom step shall not be, or constitute a safety hazard. Each step shall be 26 inches (nominal) in width, and have at least a 9-inch tread depth. Risers shall not have more than a 9-inch rise. All step tread surfaces shall be covered with an anti-slip, fire resistant, ribbed rubber material at least three-sixteenths inch thick. The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture penetration. Step edges shall be marked with a yellow safety nosing. The height to the first step from the ground shall not exceed 12" when the vehicle is empty.

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Pricing Schedule - Options		
Option Description	Option Code	Contract Price
BASE VEHICLE PRICE:		
Price of Base Vehicle:		
Raised Roof Van (Ford) with Wheelchair Lift	RRVL	\$37,421.00
OPTIONAL EQUIPMENT:		
Braun Vista Lift (Model NVL917-IB2) Wheelchair lift in lieu of standard	BVL	\$375.00
Braun Part #31579KS Handrail Restraint for standard Century Lift	31579KS	\$150.00
Echovision obstacle detection system	Echo	\$695.00
Cole-Hersee model M-290 master electrical shut off switch located in drivers stepwell	CH M290	\$195.00
Intermotive overdrive controller	IOC	\$425.00
30" raised roof transit top in lieu of standard	30BTOP	\$575.00
Curb side running board	BCSRB	\$295.00
One full length overhead standee rail	FLSR	\$225.00
Exterior paint to match end users existing fleet scheme	SMP1	\$3,950.00
Exterior vinyl package to match end user's existing fleet scheme	SMV1	\$3,750.00
Q-Straint QRT deluxe retractable wheelchair securement system	QRT	\$550.00
Level four seat covering – per seat	L4	\$60.00
Level five seat covering – per seat	L5	\$80.00
Level six seat covering – per seat	L6	\$100.00
Mor Ryde rear suspension system	MR	\$995.00
Radio system with CD player	CD	\$375.00
Manual with wiring diagrams	MWD	\$175.00
Optional Floor plan #2	FP2	\$3,250.00
Optional Floor plan #3	FP3	\$3,550.00
Additional Options: None		