



# COMMONWEALTH of VIRGINIA

Jennifer Mitchell

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

(804) 786-4440

Director

600 EAST MAIN STREET, SUITE 2102  
RICHMOND, VA 23219-2416

FAX (804) 225-3752  
Virginia Relay Center  
800-828-1120 (TDD)

## **PRE -AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail and Public Transportation (the recipient) certifies that the buses to be purchased, ADA Raised Roof Van (description of buses) from Sonny Merryman, Inc., / Driverge (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: 2/15/2022

Name: Avery Daugherty

Signature:

A handwritten signature in black ink, appearing to read "Avery Daugherty".

Title: Statewide Program Manager

### SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

Sonny Merryman, Inc. is a Virginia SWaM certified small business.  
Current certification included in next page.

*Mark Roberts* 

1.29.2022



(<http://www.virginia.gov>)



# Directory Listing

MWAA last updated on **JAN 27, 2022 04:16 AM EST**

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code
- Business Category

All  sonny merryman

Match found 1

Sort by:

Show entries:

**Applied Filters** Reset filters

## SONNY MERRYMAN, INC

FLOYD MERRYMAN  
 P O BOX 495  
 Rustburg, VA 24588  
 Phone: (434) 821-1200  
 Fax: (434) 821-8203  
 FLOYD@SONNYMERRYMAN.COM  
 (mailto:FLOYD@SONNYMERRYMAN.COM)

Certification Number: 9485

**SWaM Certification Type:**

Small Start Date: 02-14-2020

SWaM Expiration Date: 02-14-2025

NIGP Code and Description:

07100      AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)

Pcard: N

Business Category: Retail Trade

**STATE CORPORATION COMMISSION FORM**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

**Virginia State Corporation Commission ("SCC") registration information: The Bidder:**

is a corporation or other business entity with the following SCC identification number:  
01109164

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: Mark Roberts Date: 1.29.2022

Name: Mark Roberts

Print

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.

## VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
Name: Mark Roberts Phone: 434-485-8603 Email: mark@sonnymerryman.com
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
54 Years 2 Months
4. eVA Vendor ID or DUNS Number: C12391 / 01-005-3718
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: DRPT Contact: Neil Sherman  
Phone: (804) 786-1154 Email: neil.sherman@drpt.virginia.gov  
Dates of Service: 2000 - Present \$ Value: 20,000,000.00+
  - B. Company: Greater Richmond Transit (GRTC) Contact: Tony Byrd  
Phone: (804) 358-3871 Email: tony.byrd@ridegrtc.com  
Dates of Service: 2000 - Present \$ Value: \$6,000,000+
  - C. Company: WMATA Contact: Multiple - Call Mark at SMI for info  
Phone: (202) 962-1234 Email: Multiple - call Mark at SMI for info  
Dates of Service: 2007 - Present \$ Value: \$20,000,000.00+
  - D. Company: Capital Region Airport Contact: Folger Tuck  
Phone: (804-226-3000) Email: ftuck@flyrichmond.com  
Dates of Service: 2003 - Present \$ Value: \$3,000,000.00+

I certify the accuracy of this information.

Signed: Mark Roberts Title: Senior VP Date: 1.29.2022

Virginia DMV Motor Vehicle Dealer Board Compliance Form

Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:

is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

**-OR-**

is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

**-OR-**

is exempt from the provisions of this Code section. Bidder/Offeror shall provide a justification or reasoning as to why the Code does not apply to the bid/proposal in response to this procurement.

**PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)**

Signature: Mark Roberts Date: 1.29.2022

Name: Mark Roberts  
**Print**

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.

### Additional Terms and Conditions

These are Terms and Conditions that the Bidder shall answer and include with their bid. If this attachment is not included with the bid, the bidder shall furnish it to the Contract Officer at the Contract Officers request.

#### A1. DELIVERY

Bidders shall fill out one of the two delivery clauses:

- a. **For Dealers:** Bidders shall be held to the time it takes for them to deliver the vehicle to the customer fully titled after they receive it from the manufacturer (turn time). Bidders shall also indicate how long it takes for the vehicle to be delivered to the dealer after an order has been placed with the manufacturer (lead time).

1. TURN TIME PER VEHICLE ORDERED: 30 DAYS AFTER RECEIPT FROM MANUFACTURER
2. MANUFACTURER'S LEAD TIME PER VEHICLE: 240 DAYS ARO

Throughout the life of the contract, the Commonwealth understands that issues may arise during the model year and delay the vehicle lead time. If the manufacturer communicates a manufacturing delay, contractor shall notify the DPS Statewide Sourcing and Contracting Officer as well as the authorized users who are impacted.

\$100 dollars per day shall be deducted from the final price on vehicles that are not delivered within the Turn Time Per Vehicle Ordered. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to the Financial Warranty clause. This deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User.

Failure to deliver in a timely matter may result in the termination of the contract. This deduction shall only apply to contractors acting as dealers.

- b. **For Manufacturer Direct Sales:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. Bidders shall indicate their current expected delivery time below:

BIDDER'S CURRENT EXPECTED DELIVERY TIME: N/A CALENDAR DAYS ARO

If during the life of the contract there are any delays in production of the vehicles, the contractor shall notify both the Statewide Sourcing and Contracting Officer and the impacted authorized users. If the contractor's delivery is delayed due to an event beyond the contractor's control including, but not limited to, natural disaster, fire, an act of war or terrorism, or a labor strike then the time for delivery of the vehicles shall be extended by the Commonwealth for thirty (30) days unless negotiated after such event has ended. The Commonwealth shall evaluate these situations on a case-by-case basis.

Any deliveries that are not impacted by such an even and are delivered outside the expected time shall have a \$100 dollars per day fee deducted from the final price. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to the Financial Warranty clause. This deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User. Failure to deliver in a timely matter may result in the termination of the contract. This deduction shall only apply to contractors who are the manufacturers of the vehicle.



## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

### BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be



obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Notice of Policy on the Implementation of the Phased Increase in Domestic Content Under the Buy America Waiver for Rolling Stock and Notice of Public Interest Waiver of Buy America Domestic Content Requirements for Rolling Stock Procurement in Limited Circumstances IV, 81 Federal Register 60278 (September 1, 2016)

For rolling stock contracts entered into on or after October 1, 2015, i.e., the effective date of the FAST Act, the applicable domestic content percentage under section 5323(j)(2)(C) will be based on the scheduled delivery date of the first production vehicle (i.e., the first vehicle intended to carry passengers in revenue service), final acceptance notwithstanding. Thus, if a recipient or group of recipients as part of a joint procurement entered into a contract for rolling stock on or after October 1, 2015, then the new FAST Act provisions applicable for the date of delivery of the first production vehicle shall apply. Accordingly, if the first production vehicle is delivered in FY2018 or FY2019, the domestic content must be more than 65 percent, and if the first production vehicle is delivered in FY2020 or beyond, the domestic content must be more than 70 percent. These delivery provisions apply to contracts entered into on or after October 1, 2015, unless a waiver is granted. If the delivery date of the first production vehicle is delayed such that it will be delivered in a year with a higher domestic content, FTA will address those situations on a case-by-case basis. The FAST Act amendments do not apply to contracts entered into before October 1, 2015, even if the contract provides for the delivery of the first production vehicle after FY2017. For contracts entered into before October 1, 2015, all vehicles delivered under the original contract base order and any properly exercised options by recipients who are direct parties to the contract may contain a domestic content of more than 60 percent, per the pre-FAST Act requirements.

## **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

## **CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the



requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional

Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the



purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **DEBARMENT AND SUSPENSION**

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

### **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,



sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.



## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

## **PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law,



must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment

under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and



conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**VIOLATION AND BREACH OF CONTRACT**

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.



### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FTA Master Agreement, Section 39(b) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

2 C.F.R. §§ 180.220(b)–(c) (b) Specifically, a contract for goods or services is a covered transaction if any of the following applies: (1) The contract is awarded by a participant in a nonprocurement transaction that is covered under §180.210, and the amount of the contract is expected to equal or exceed \$25,000. (2) The contract requires the consent of an official of a Federal agency. In that case, the contract, regardless of the amount, always is a covered transaction, and it does not matter who awarded it. For example, it could be a subcontract awarded by a contractor at a tier below a nonprocurement transaction, as shown in the appendix to this part. (3) The contract is for Federally-required audit services. (c) A subcontract also is a covered transaction if,— (1) It is awarded by a participant in a procurement transaction under a nonprocurement transaction of a Federal agency that extends the coverage of paragraph (b)(1) of this section to additional tiers of contracts (see the diagram in the appendix to this part showing that optional lower tier coverage); and (2) The value of the subcontract is expected to equal or exceed \$25,000. 2021 State Management Review

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Mark D. Roberts - Senior Vice President hereby certify (Name and title of official)

On behalf of Sonny Merryman, Inc. that (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Sonny Merryman, Inc.

Type or print name: Mark Roberts

Signature of authorized representative: [Signature] Date 2 / 5 / 2022

Signature of notary and SEAL: [Signature]





**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: Sonny Merryman, Inc.

Signature of Authorized Official:  Date 2 / 5 / 2022

Name and Title of Contractor's Authorized Official: Mark Roberts - Senior Vice President

# BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name: Sonny Merryman, Inc.

Type or print name: Mark Roberts

Signature of authorized representative: *Mark Roberts*

Signature of notary and SEAL: *Vicky M Overstreet*

Date of Signature: 2 / 5 / 2022 State of Virginia  
County of Campell



-PLEASE SEE COVER LETTER AND ATTACHMENTS  
-THIS VEHICLE DOES NOT REQUIRE TESTING FOR FTA FUNDED PROCUREMENT

Signature *Mark Roberts*  
Mark D. Roberts - Senior Vice President



**Cindy Poinar**

---

**From:** gregory.rymarz@dot.gov  
**Sent:** Monday, November 10, 2014 10:29 AM  
**To:** John Bollinger  
**Cc:** gregory.rymarz@dot.gov  
**Subject:** RE: Ford Transit Full Size and Altoona Testing

Mr. Bollinger,

When procured as a 4 year vehicle, the Ford Transit Van is exempt from testing unless it has been modified in a manner not consistent with Ford QVM guidance.

Respectfully,  
Mr. Gregory Rymarz  
Bus Testing Program Manager  
Federal Transit Administration  
Office of Mobility Innovation, TRI-12  
Room E43-465  
1200 New Jersey Ave. SE  
East Building, 4th floor  
Washington, DC 20590  
Phone: 202-366-6410  
Fax: 202-366-3765  
E-mail: [gregory.rymarz@dot.gov](mailto:gregory.rymarz@dot.gov)

**From:** John Bollinger [mailto:John.Bollinger@transit-works.com]  
**Sent:** Friday, November 07, 2014 1:21 PM  
**To:** Rymarz, Gregory (FTA)  
**Subject:** Ford Transit Full Size and Altoona Testing

Mr. Rymarz,

Does the new Ford Transit full sized vehicle fall under the below question? We are getting many bids that are FTA funded requesting documentation that the Transit van has been Altoona tested. I would like to be able to go back and let them know that it is not required just as the E-Series van was. We are making zero body modifications to the OEM chassis.

**Q.** I am trying to purchase two E-350 vans from Ford. The grant person who is my contact wants the Altoona testing certificate from the Ford dealer but the dealer cannot find this information. Does this testing requirement apply to this type of vehicle?

**A.** The requirement for Altoona testing would depend on the extent (if any) to which the vans are modified from the stock configuration. If these are unmodified Ford E-350 vans, or they have had only limited modifications (e.g., adding a lift or raised roof) performed in strict compliance with Ford's Vehicle Modification Guidelines, then the Bus Testing Regulation (49 CFR Part 665) would consider them to be "unmodified mass-produced vans" and they would be exempt from Bus Testing ("Altoona testing") requirements if offered in the 4-year/100,000-mile service life category. It sounds as if you would buy the vehicles directly from Ford. If that's the case, these vehicles would likely qualify as unmodified mass-produced vans.

From the FTA [Bus Testing](#) page:

Unmodified mass-produced van means a van that is mass-produced, complete and fully assembled as provided by an OEM. This shall include vans with raised roofs, and/or wheelchair lifts, or ramps that are installed by the OEM, or by a



**Ford Motor Company**

*Is proud to recognize*

*Drivege Vehicle Innovations,*

*L.L.C - Ohio*

*as a participant in the*

*Mobility*

*Qualified Vehicle Modifier Program*



A handwritten signature in blue ink, appearing to read "Ryan A. Delaney".

*Ryan A. Delaney -- SVE Quality Programs Mgr.*

*November, 2020*

## TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

### Certification:

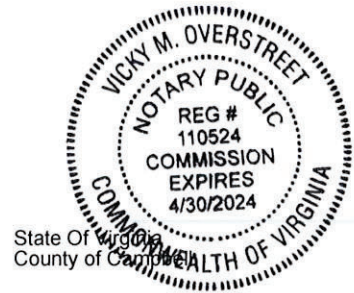
I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

### BIDDER/COMPANY

Name of Bidder/Company Sonny Merryman, Inc.  
Signature of Representative *Mark Roberts*  
Type or Print Name Mark Roberts  
Title Senior Vice President Date 2 / 5 / 2022

### NOTARY

Type or Print Name Vicky Overstreet  
Signature of Notary *Vicky M Overstreet*  
Place Notary SEAL Here:





NDA 2020 Section 7613 Compliance Form

**Regarding compliance with Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDA 2020), subsection 49 U.S.C. § 5323 (u), the undersigned Bidder/Offeror:**

**IS COMPLIANT** with the provisions of this subsection and certifies the manufacturer is not “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries covered by the restrictions outlined.

**IS NOT COMPLIANT** with the provisions of this subsection and certifies the manufacturer is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries covered by the restrictions outlined.

For more information regarding the restriction criteria and the provisions of subsection 49 U.S.C. § 5323 (u), visit the FTA Frequently-Asked-Questions for Section 7613 at the following link: <https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense>

**PLEASE NOTE: Failure to provide this information, may result in your bid being declared non-responsive**

Signature:  Date: 2.7.2022

Name: Mark Roberts  
**Print**

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.

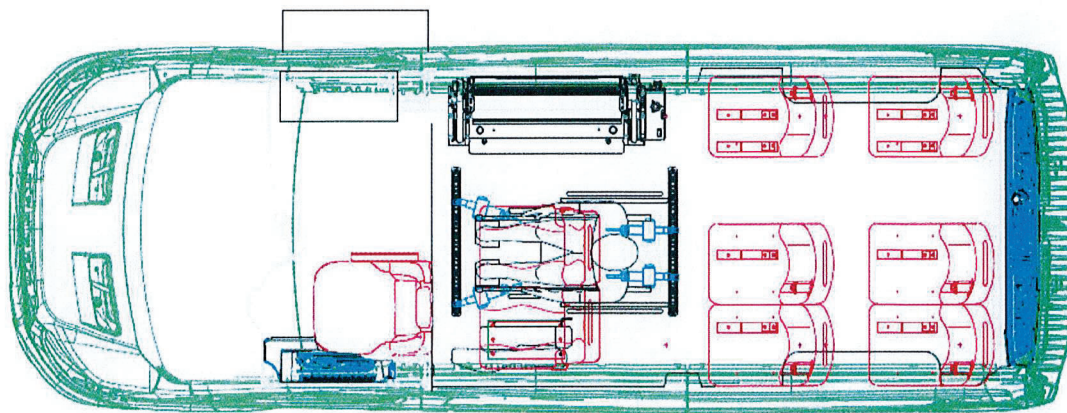
**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

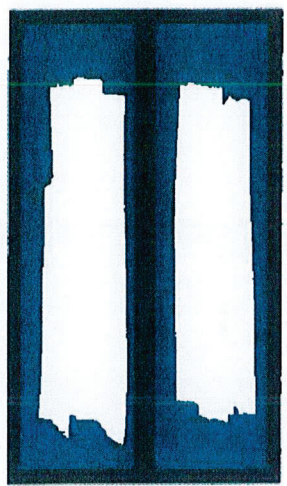
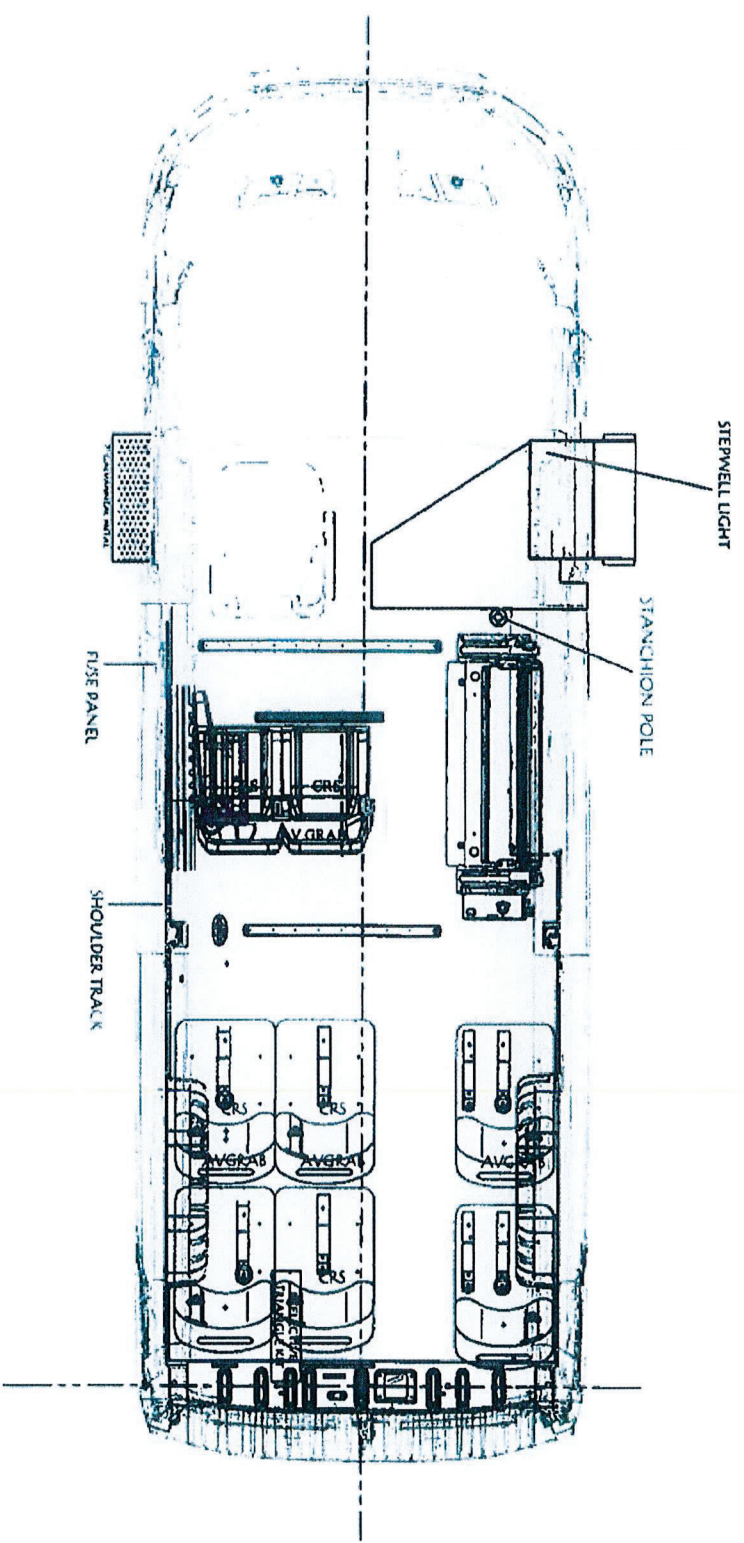
**BASE BID FLOOR PLAN**



BASE BID SEATING CHART



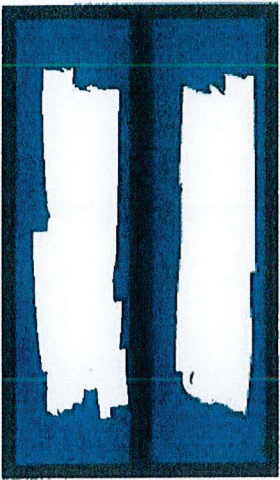
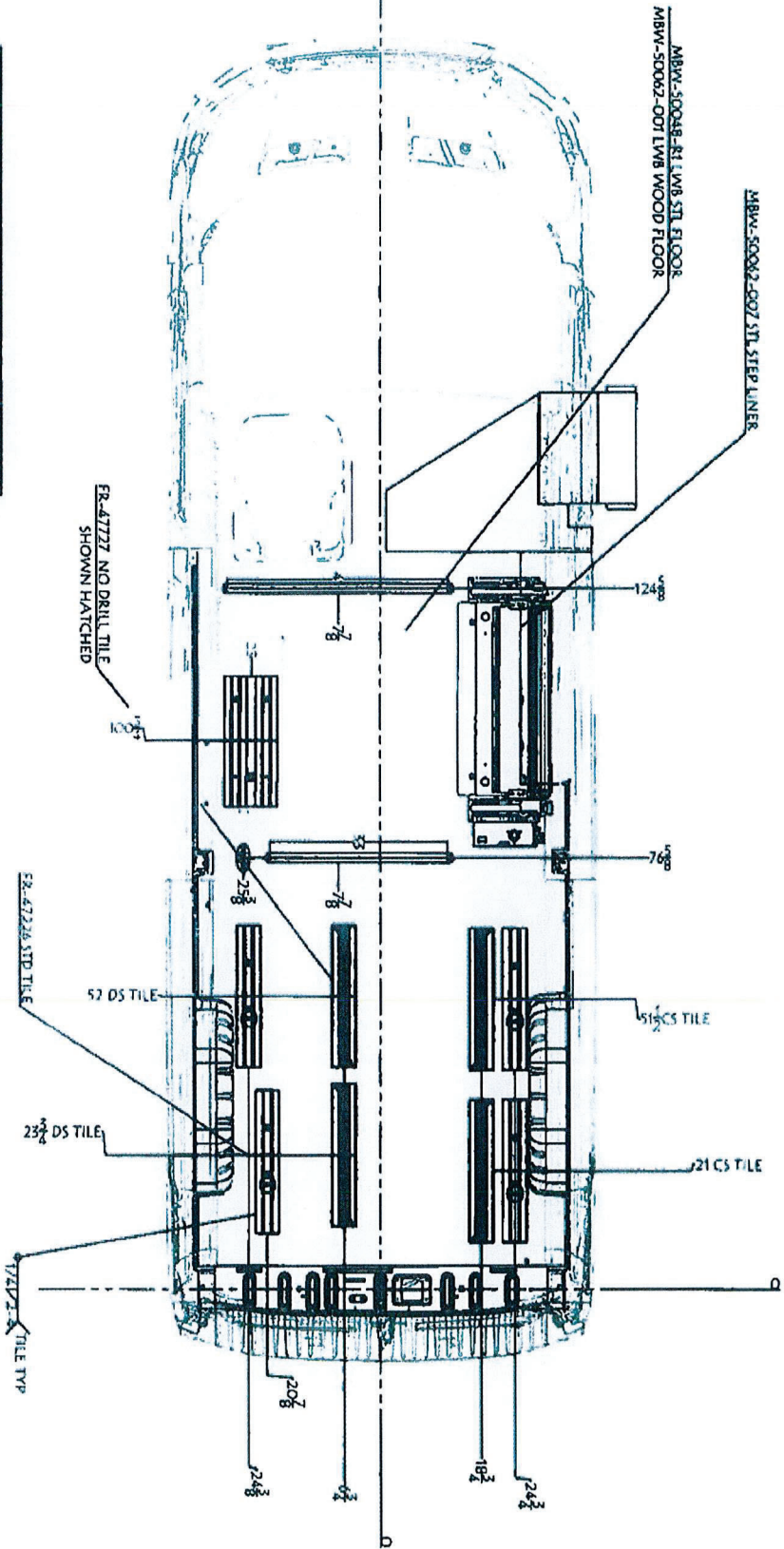
FULLY COMPLIES WITH SPECIFICATIONS CONTAINED IN IFB



Title: <b>SONNY MERRMAN</b> <b>LMB CARCO</b>		Drawing No: <b>5-107476</b>	
Project Name: <b>ZITRK WOODFLOOR</b>		Scale: <b>1-12</b>	
Revision: <b>B</b>		Date: <b>19</b>	
Description: THE DRAWING IS THE PROPERTY OF THE DRAWING OFFICE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.		ALL OTHERS ARE TO BE KEPT SEPARATE FROM THIS DRAWING.	



Base Package



Title: <b>SONNY MIERMANN</b> LWB CARGO		The dimensions on this drawing to be printed on shall be in accordance with the dimensions on the drawing unless otherwise specified.	
Drawing No: <b>S-107476 STEEL</b>	Scale: <b>1-12</b>	Drawing No: <b>S-107476 STEEL</b>	Scale: <b>1-12</b>
INNOVATIVE TRAILER SOLUTIONS ALL DIMENSIONS TO CENTER UNLESS SPECIFIED DIMENSIONS IN PARENTHESIS ARE OPTIONAL		INNOVATIVE TRAILER SOLUTIONS ALL DIMENSIONS TO CENTER UNLESS SPECIFIED DIMENSIONS IN PARENTHESIS ARE OPTIONAL	

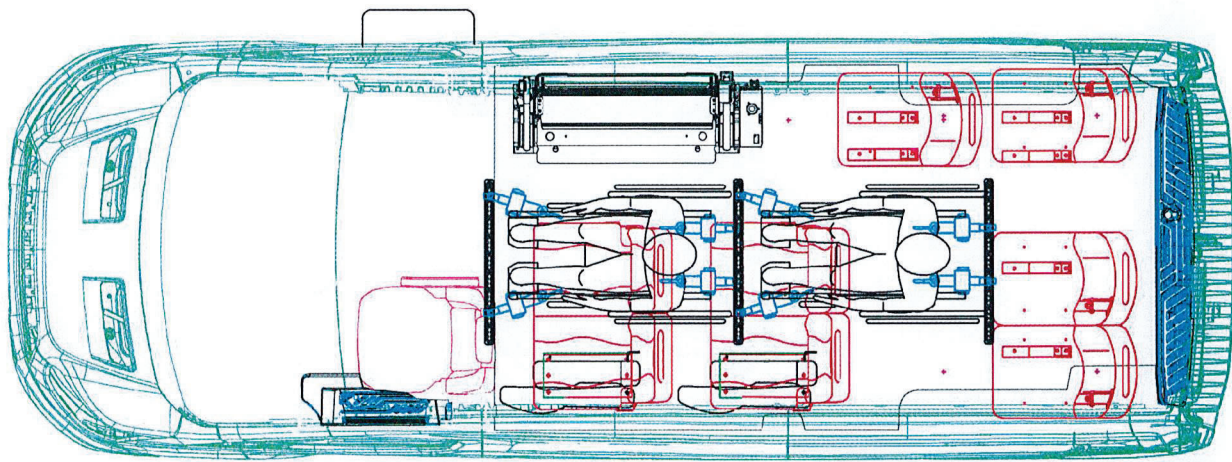
**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

**OPTIONAL FLOOR PLAN TWO**



PART No.



Title:  
FORD TRANSIT 350 HR CARGO  
OPTIONAL FLOOR PLAN 2

THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF  
MOBILITY WORKS. ANY REPRODUCTION OR USE OF THIS DRAWING  
WITHOUT PERMISSION OF MOBILITY WORKS IS PROHIBITED.

Drawn: Date: Goo./Mot'l:  
PMC 10/4/16 PLYWOOD SUBFLOOR

Scale:  
1"=1'

**TRANSITWORKS**

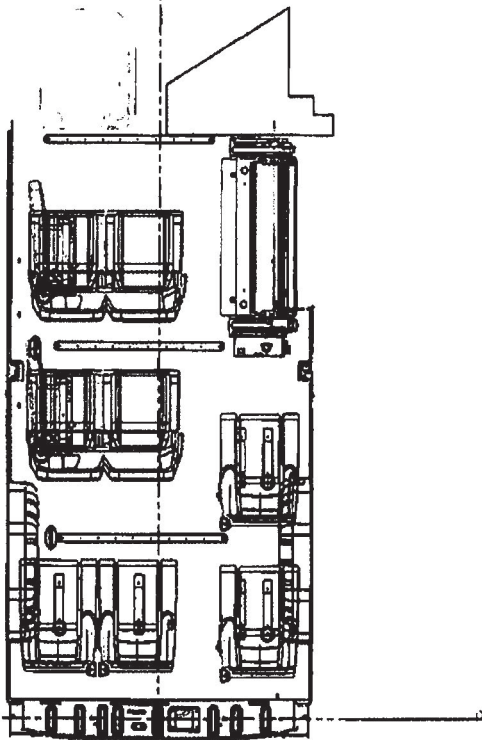
INNOVATIVE TRANSIT SOLUTIONS

TOLERANCES UNLESS OTHERWISE SPECIFIED  
ALL FINISH DIMS. TO CENTER UNLESS OTHERWISE SPECIFIED  
.3 ±.000 or .2  
.00 ±.030 or .5  
.000 ±.010 DO NOT SCALE

Drawing No:  
COM of VA BID

*Optional Floor Plan Two*

REV LEVEL	REASON	DATE
A	Original Submission	8/20/23



A13173  
A13174

**DRIVERGE**  
GENERAL CONTRACTORS

148 W 6th St  
Seattle, WA 98101  
206.461.1111

PROJECT NO: A13173  
SHEET NO: 1 OF 1

DATE: 8/20/23

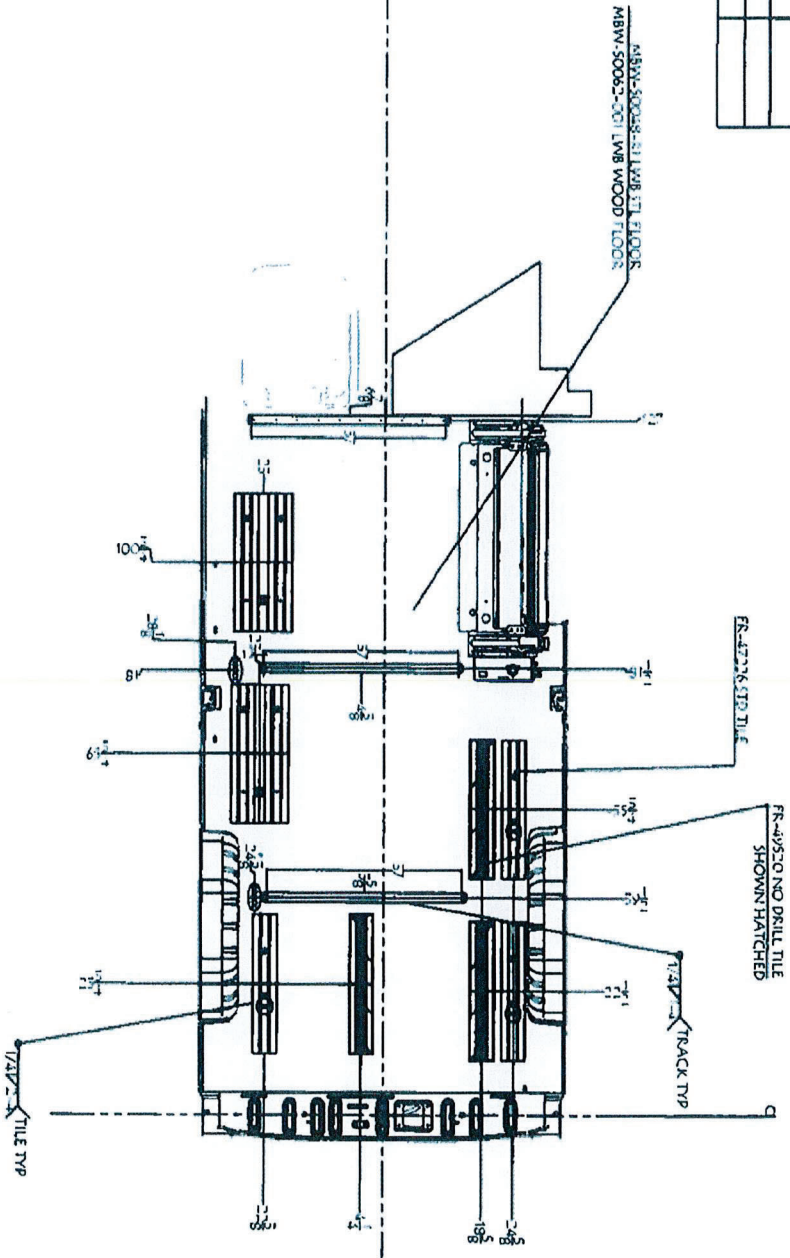
SCALE: AS SHOWN

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	8/20/23



Rev Level	REASON	DATE
A	CORRECTED SEAT TILE POSITION	8/20/20



A13173  
A13174

OPERATOR AND OPERATIONAL  
INSTRUCTIONS FOR THE  
SEAT TRACKS AND SEAT  
TILES ARE LOCATED IN THE  
OPERATOR'S MANUAL AND  
OPERATIONAL MANUAL FOR  
THE VEHICLE.

DATE	DESCRIPTION	BY

**DRIVERGE**  
VEHICLE INNOVATIONS

14H - WB CARCO

SCALE: METRIC

SHEET 1 OF 1

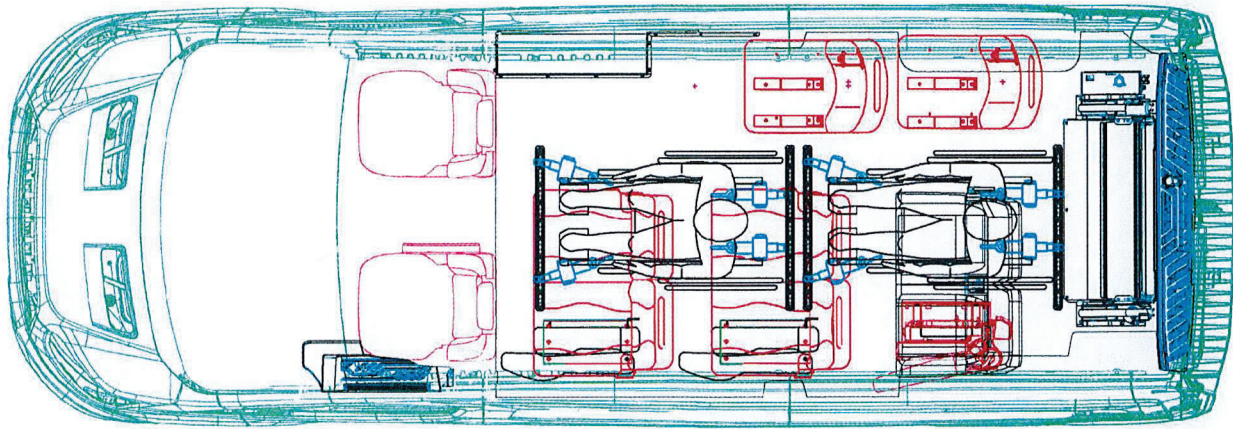
**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

**OPTIONAL FLOOR PLAN THREE**



PART NO.



Title:  
FORD TRANSIT 350 HR CARGO  
OPTIONAL FLOOR PLAN 3

THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF  
MOBILITY WORKS. ANY REPRODUCTIONS OR USE OF THIS DRAWING  
WITHOUT PERMISSION OF MOBILITY WORKS IS PROHIBITED.

Scale:  
1=1

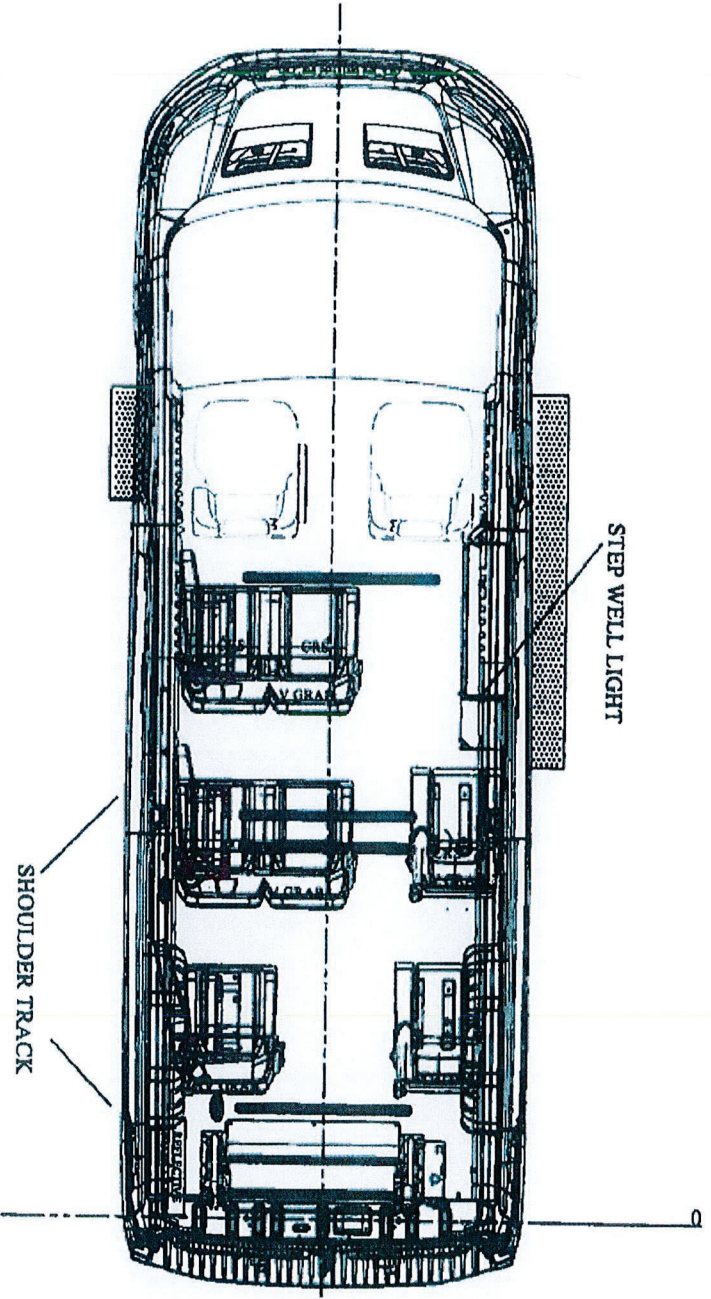
Drawn: Dct: Ga./Mat'l:  
PMC 10/4/16 PLYWOOD SUBFLOOR

DO NOT SCALE

**TRANSITWORKS**  
INNOVATIVE TRANSIT SOLUTIONS  
TOLERANCES UNLESS OTHERWISE SPECIFIED  
ALL DIMS. TO OUTSIDE UNLESS OTHERWISE SPECIFIED  
.0 ±.050 or .2  
.00 ±.030 or .5  
.000 ±.010

Drawing No:  
COM of VA BID

*Optional Floor Plans Three*

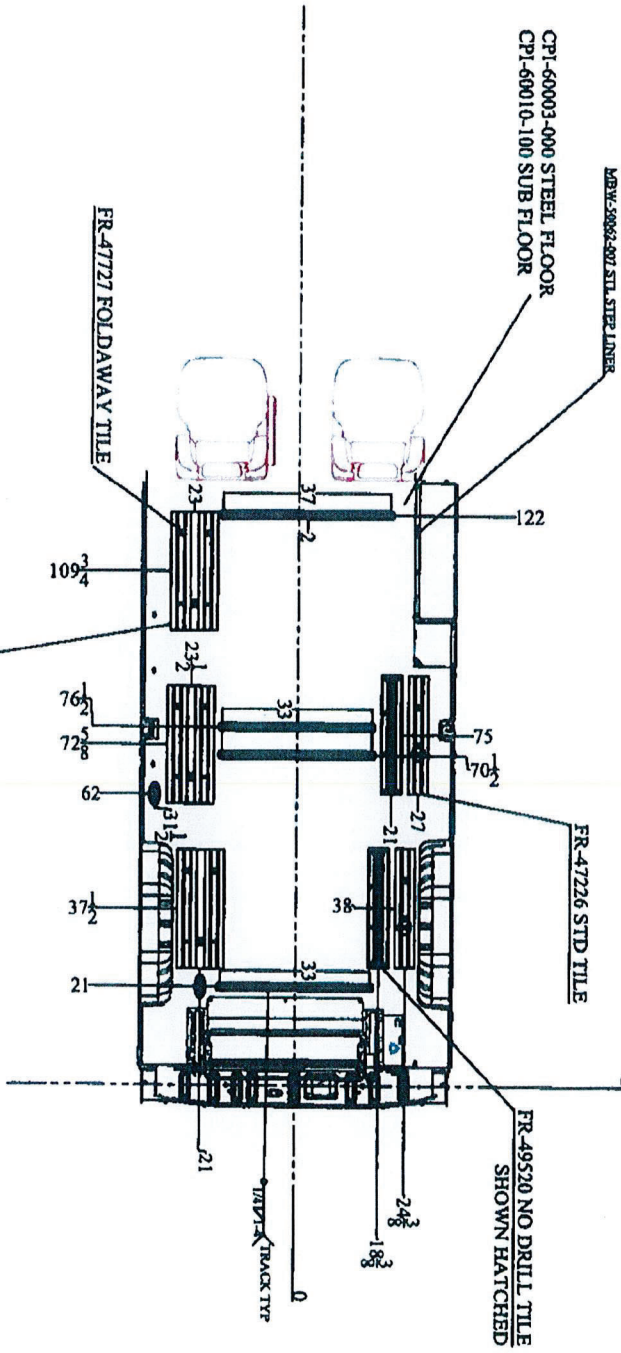


A13180  
A13181

UNLESS OTHERWISE SPECIFIED FINISHES SHALL BE AS SHOWN SURFACE FINISH SHALL BE TO THE MANUFACTURER'S STANDARD		GRADE CHECKED REB SIZE/NO	DATE REB SIZE/NO	M.F. REB SIZE/NO
INTERIOR LIGHTING TO THE MANUFACTURER'S STANDARD		<b>DRIVERGE</b> VEHICLE INNOVATIONS		
TITLE 148" WB CARGO		SCALE 1/4" = 1'-0"		
SHEET NO 414CR110-001		REV SHEET 1 OF 1		

APPROVED AND CERTIFIED  
 PROJECT MANAGER  
 DATE

A13180  
A13181



SHEETS SHOWN IN SERIES  
 THIS DRAWING IS PART OF A SERIES OF DRAWINGS FOR THE DESIGN AND CONSTRUCTION OF A VEHICLE.  
 THIS DRAWING IS THE PROPERTY OF DRIVERGE VEHICLE INNOVATIONS. IT IS TO BE USED ONLY FOR THE PROJECT AND VEHICLE IDENTIFIED HEREIN.  
 ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF DRIVERGE VEHICLE INNOVATIONS IS PROHIBITED.

REV	DATE	BY	CHK	DESCRIPTION
001				INITIALS
002				INITIALS
003				INITIALS
004				INITIALS

**DRIVERGE**  
 VEHICLE INNOVATIONS

TITLE: 148" WB CARGO  
 SIZE: DWG. NO. 414CRLL10-001  
 SCALE: WEIGHT: SHEET 1 OF 1



**Part #TM320**



## **Twin-Master Floor Heat System**

Twin-Master Floor Heat System. At only 7" high, the Twin-Master Floor Heater is an ideal heater for under seat and a variety of mounting locations.



- 65,000 BTU Heating Capacity 325CFM
- 6.5 Amps @ 13.5 Volts
- 4,000 feet per minute airflow from unit outlet
- 21" W, 8 1/2" D, 7"H

**574-295-1129/ Fax 574-295-1087/ 4602 Chester Dr. / Elkhart, IN 46516**

**[www.twinairproducts.com](http://www.twinairproducts.com)**

**Part #TA0501/0502**



## **Twin-Air 5 Series Overhead Air & Heat System**

Available in both Air/Heat and Air only configurations, the 5 Series Overhead units provides highly efficient heating and cooling performance for full size commercial vans.



### **A/C & Heat Part# TA0501**

- 23,000BTU Cooling Capacity 500CFM
- 29,000 BTU Heating Capacity 500CFM
- 15 Amps @ 13.5 Volts
- Wt.24lbs.

### **A/C Only Part# TA0502**

- 35,000BTU Cooling Capacity 500CFM
- 15 Amps @13.5 Volts
- Wt .24lbs.
- 34"W, 12"D, 5 1/2"H
- Ford, Chevrolet, and Sprinter Van applications, also many other applications.

**574-295-1129/ Fax 574-295-1087/ 4602 Chester Dr. / Elkhart, IN 46516**

**[www.twinairproducts.com](http://www.twinairproducts.com)**



# COMMONWEALTH of VIRGINIA

## Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

January 31, 2022

### ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: 6023  
Commodity: High Roof Vans with Wheelchair Lifts  
Dated: January 21, 2022  
For Delivery To: Statewide  
Bid Due: February 2, 2022 at 5:00 PM (updated below)  
Public Bid Opening: February 3, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

- Reference Closing Date and Time: Bid Closing Date changed to February 14, 2022 at 5:00 PM
- Reference Public Opening Date and Time: Bid Opening Date changed to February 15, 2022 at 1:00 PM
- Reference Attachment B – Bid Opening Date: Date changed to February 15, 2022 at 1:00 PM
- Reference Attachments: Attachment I “Federal Clauses and Certifications” added.
- Reference Attachment A, Section IV Requirements: The following is added as a requirement:  
**17. Transit Vehicle Manufacturer:** Converter shall be listed as a Transit Vehicle Manufacturer. Bidders shall submit a copy of the FTA’s goal acceptance letter for the current fiscal year with their bid.
- Reference Attachment A, Section IV Requirements: The following is added as a requirement:  
**18. OEM Approved Converter:** Vehicle conversion manufacturer shall be approved converter by the OEM vehicle manufacturer and certified by the OEM manufacturer as an approved converter.
- Reference Attachment A, Section IV Requirements: The following is added as a requirement:  
**19. Federal Motor Vehicle Safety Standard (FMVSS) Regulations:** The bidder shall submit with the bid documentation certifying that the offered vehicle meets all applicable FMVSS Regulations. At a minimum, the following standards shall be included in the certification:

**FMVSS 204      FMVSS 207      FMVSS 208      FMVSS 210**  
**FMVSS 212      FMVSS 214      FMVSS 219      FMVSS 301**



Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

Sonny Nerryman, Inc.

\_\_\_\_\_  
Name of Firm

*Mark Roberts* Senior VP

\_\_\_\_\_  
Signature/Title

2.3.2022

\_\_\_\_\_  
Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P. O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

Kelly J. Langley, CPPO, CPPB, VCM, VCO
Deputy Director

February 7, 2022

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference - Invitation for Bids: 6023
Commodity: High Roof Vans with Wheelchair Lifts
Dated: January 21, 2022
For Delivery To: Statewide
Bid Due: February 14, 2022 at 5:00 PM (updated below)
Public Bid Opening: February 15, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

- 1. Reference Closing Date and Time: Bid Closing Date changed to February 21, 2022 at 5:00 PM
2. Reference Public Opening Date and Time: Bid Opening Date changed to February 22, 2022 at 1:00 PM
3. Reference Attachment B - Bid Opening Date: Date changed to February 22, 2022 at 1:00 PM
4. Reference Attachments: Attachment J "NDAA 2020 Compliance Form" added.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO
Statewide Sourcing & Contracting Officer

Sonny Merryman, Inc.

Name of Firm

Signature/Title: [Handwritten Signature] Senior Vice President

Signature/Title

2.7.2022

Date



# COMMONWEALTH of VIRGINIA

## Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

February 18, 2022

### ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids: 6023  
Commodity: High Roof Vans with Wheelchair Lifts  
Dated: January 21, 2022  
For Delivery To: Statewide  
Bid Due: February 21, 2022 at 5:00 PM (updated below)  
Public Bid Opening: February 22, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

1. Reference Closing Date and Time: Bid Closing Date changed to February 28, 2022 at 5:00 PM
2. Reference Public Opening Date and Time: Bid Opening Date changed to March 1, 2022 at 1:00 PM
3. Reference Attachment B – Bid Opening Date: Date changed to March 1, 2022 at 1:00 PM

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

Sonny Merryman, Inc.

\_\_\_\_\_  
Name of Firm

*Mark Roberts* Senior Vice President  
\_\_\_\_\_  
Signature/Title

2.20.2022  
\_\_\_\_\_  
Date



February 7, 2022

Brandon Amsel  
Procurement Manager II  
DGS | Division of Purchases and Supply  
1111 East Broad Street  
Richmond, VA 23219

Mr. Amsel:

Thank you for the opportunity to offer a response to IFB 6023 for High Roof Wheelchair Vans.

Sonny Merryman, Inc, is accustomed to providing technical assistance to transportation providers throughout Virginia and across the country. We will provide professional and comprehensive assistance and training for all new equipment purchased through this procurement. All training will take place at one of our four service centers (Richmond, Lynchburg, Chesapeake, Northern Virginia) or at the customer's location.

We are offering a Ford / Driverge high roof wheelchair van. This is the same vehicle we have successfully delivered over the past five years to multiple transit properties and human service agencies across Virginia. The Driverge High Roof Van proved to be very dependable, and popular with transit providers. For more information, please visit [driverge.com](http://driverge.com).

Please note that this product does not require an Altoona Bus Test. Comments regarding testing and the required QVM certifications are included in Attachment I.

Again, thank you for this opportunity. Please let me know if you have questions regarding our offer.

Sincerely,



Mark D. Roberts  
Senior VP  
Sonny Merryman, Inc.  
[mark@sonnymerryman.com](mailto:mark@sonnymerryman.com)  
434-485-8603

[www.sonnymerryman.com](http://www.sonnymerryman.com)

**NORTHERN VIRGINIA**

10149 Piper Lane  
Bristow, VA 20136  
☎ 866.470.0305  
☎ 703.331.5518

**CENTRAL VIRGINIA**

5120 Wards Road  
Evington, VA 24550  
☎ 800.533.1006  
☎ 434.821.8203

**HAMPTON ROADS**

1221 Fleetway Drive  
Chesapeake, VA 23323  
☎ 866.481.7211  
☎ 757.485.3795

**GREATER RICHMOND**

11228 Hopson Road  
Ashland, VA 2305  
☎ 804.297.3111  
☎ 804.297.3112



## **WARRANTY INFORMATION**

**SONNY MERRYMAN, INC. WILL SERVE AS THE FIRST POINT OF CONTACT FOR ALL WARRANTY RELATED CONCERNS AND SERVICE SCHEDULING. SONNY MERRYMAN, INC. OFFERS SERVICE LOCATIONS IN LYNCHBURG (SERVING CENTRAL AND SOUTHWEST VIRGINIA), MANASSAS (SERVING NORTHERN VIRGINIA AND WASHINGTON, DC) RICHMOND (SERVING THE GREATER RICHMOND AREA) AND CHESAPEAKE (SERVING TIDEWATER)**

---

**All chassis warranty work will be performed by a local Chassis dealer with prior approval from Sonny Merryman, Inc.**

---

**All body and aftermarket warranty work will be performed by Sonny Merryman, Inc., the vehicle recipient or a local dealer with prior approval by Sonny Merryman, Inc.**

---

**800-533-1006**

MVDB 1 (04/16)



# COMMONWEALTH OF VIRGINIA MOTOR VEHICLE DEALER BOARD

**CERTIFICATE NUMBER: 7325-1-1-0-7191**

**ISSUED: 11/12/2021**  
**EXPIRES: 11/30/2023**  
**210 MVBAJW**

THIS IS TO CERTIFY THAT:

T/A SONNY MERRYMAN INC  
5120 WARDS ROAD  
EVINGTON VA 24550

IS HEREBY LICENSED, AS PROVIDED IN THE VIRGINIA MOTOR VEHICLE  
DEALER LICENSING LAWS, CHAPTER 15, TITLE 46.2 CODE OF VIRGINIA  
TO ENGAGE IN THE BUSINESS IN THE COMMONWEALTH WITH THE FOLLOWING  
ENDORSEMENT(S):  
+ FRANCHISE DEALER  
- NEW AND USED CARS AND TRUCKS

*William Childress*  
William R. Childress  
Executive Director,  
Motor Vehicle Dealer Board

*Richard D. Holcomb*  
Richard D. Holcomb  
Commissioner, Department of Motor Vehicles  
Chairman, Motor Vehicle Dealer Board



## Entity Information

### Entity Information

Entity Name: SONNY MERRYMAN, INC.

Entity ID: 01109164

Entity Type: Stock Corporation

Entity Status: **Active**

Series LLC: N/A

Reason for Status: Active and In Good Standing

Formation Date: 01/27/1967

Status Date: 12/31/1975

VA Qualification Date: 01/27/1967

Period of Duration: Perpetual

Industry Code: 0 - General

Annual Report Due Date: N/A

Jurisdiction: VA

Charter Fee: \$1490.00

Registration Fee Due Date: 01/31/2022

### Registered Agent Information

RA Type: Individual

Locality: CAMPBELL COUNTY

RA Qualification: Officer of the Corporation

Name: ANGELO CASTANES

Registered Office Address: 5120 WARDS ROAD, EVINGTON, VA, 24550 - 0000,  
USA

### Principal Office Address

Address: [Privacy Policy \(https://www.scc.virginia.gov/privacy.aspx\)](https://www.scc.virginia.gov/privacy.aspx) [Contact Us](#)

[https://www.scc.virginia.gov/alk/alk\\_contact.aspx](https://www.scc.virginia.gov/alk/alk_contact.aspx)

5120 WARDS ROAD EVINGTON VA 24550, P.O.  
 BOX 495 RUSTBURG VA 24588, RUSTBURG, VA (Virginia State Corporation Commission)  
 24588 - 0000, USA (https://twitter.com/VASateCorpComm)

Principal Information

Title	Director	Name	Address	Last Updated
S/T/CONTROLLER	Yes	CYNTHIA F. CUTLER	127 ABBY CT., MADISON HEIGHTS, VA, 24572 - 0000, USA	02/13/2018
President	Yes	FLOYD W MERRYMAN III	35 BLACKWATER, PENHOOK, VA, 24137 - 0000, USA	02/13/2018
VP-ADMIN	Yes	A PATIRCIA MERRYMAN	PO BOX 177, RUSTBURG, VA, 24588 - 0000, USA	02/13/2018
SR. VP	Yes	MARK D ROBERTS	3165 MCIVER FERRY RD., GLADYS, VA, 24554 - 0000, USA	02/13/2018
VP- MARKETING	Yes	DEAN G. FARMER	213 SHANNON FOREST DR., RUSTBURG, VA, 24588 - 0000, USA	02/13/2018

Current Shares

Total Shares: 750000

[Filing History](#)   [RA History](#)   [Name History](#)   [Previous Registrations](#)

[Garnishment Designees](#)   [Image Request](#)

[Back](#)

[Return to Search](#)

[Return to Results](#)

[Back to Login](#)

[Privacy Policy \(https://www.scc.virginia.gov/privacy.aspx\)](https://www.scc.virginia.gov/privacy.aspx)   [Contact Us](#)

(https://www.scc.virginia.gov/clk/clk\_contact.aspx)

# Buy America Content % Breakdown Virginia Bid Base Vehicle

System (Or Group of Components)		Supplier Name	Manufacturing Location (U.S. or Foreign)	Manufacturing Location (if U.S. - City & State; if Foreign - City & Country)	Subcomponent % of Component and Component Total %		Component % of Vehicle	
					U.S.	Foreign	U.S.	Foreign
Component	Description							
ALT-CR1872	Black Chroma Phantom	Compass Flooring	Foreign	United Kingdom	0%	100%	0.00%	1.64%
AMFA-200269390	AMFA FLOOR POCKET	AMF Bruns of America	Foreign	Netherlands	0%	100%	0.00%	0.14%
APP-10-2016	ROLLED INSULATION - 125' LENGT	Applegate Insulation	U.S.	Listanolle, GA	100%	0%	2.98%	0.00%
BPW-19750041114	Transpec Roof Hatch with 6" Tr	Bus Parts Warehouse	U.S.	Charlotte, NC	100%	0%	1.98%	0.00%
BPW-FIR200902	Body Spill Kit W/Plastic Box	Bus Parts Warehouse	U.S.	Buffalo, NY	95%	5%	0.06%	0.00%
BPW-SB23	NO SMOKING Decal, Red on white	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
BRA-400534KS	Transit side door install kit	Braun Ability	U.S.	Winamac, IN	100%	0%	1.16%	0.00%
BRANCL9191B-2	KB New Revised Braun Century S	Braun Ability	U.S.	Winamac, IN	61%	39%	20.24%	0.00%
CLEANSUPPY	Cleaning Products for Detail o	Dove Auto Wax and Supply	U.S.	Houston, TX	100%	0%	0.11%	0.00%
COR-95-03-005	Triangle Reflector Kit	Darling Fire and Safety	U.S.	Franklin Park, IL	100%	0%	0.12%	0.00%
CUT-OVHDHT HR	Overhead height decals- 9' 1"	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRANEXTRASP	Ford Transit Extra Space Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRANWARRANT	Ford Transit warranty Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRW LOGO	TransitWorks Logo	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-WARCARD	Warranty Service Card	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.00%	0.00%
DFS-5MB6HB99-S	5# abc Fire extinguisher w/ br	Darling Fire and Safety	Foreign	Mexico	0%	100%	0.00%	0.23%
DFS-90754	71 PIECE FIRST AID KIT CLASS A	Darling Fire and Safety	U.S.	Vancouver, WA	63%	37%	0.11%	0.00%
DFS-RS-5RW	1" x 50yd Roll red/white refle	Darling Fire and Safety	U.S.	Huntington Beach, CA	100%	0%	0.11%	0.00%
ELECT SUPPLIES	All electrical supplies for In	Endries International	Foreign	Mexico	0%	100%	0.00%	0.81%
FASTENERS	All Fasteners for installation	Endries International	Foreign	China	0%	100%	0.00%	2.68%
FE752NA009-04-3	OMNI L-TRK SURFACE ANGLED 9°	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	0.26%	0.00%
FE753NA055-04-N	Omni L Track Flange 55" With H	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	0.78%	0.00%
FR-47226-1N	Rigid Seat Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.25%	0.00%
FR-47727-1N	Foldaway Seat Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.74%	0.00%
FR-49520-1N	No Drill Zone Rigid Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.28%	0.00%
FR-101B00N000C0	Single-3PT 16" Mid-High CS	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	3.43%	0.00%
FR-102A00E00SW	Double-3PT 17.5" GO ES Mid-Hi	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	4.29%	0.00%
FR-102A00M10SO	Double-3PT Mid-High Foldaway S	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	9.14%	0.00%
GEA-EMEXDEC	Emergency Exit Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
GRAF-TIREPRESS	tire pressure decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
GRAF-TPOVERLAY	tire pressure overlay	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.00%	0.00%
GRAF-WCLIFTOPER	Wheelchair Lift Operation Deca	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
GROT-43222	MOUNTING FLANGE	Grote Industries	Foreign	China	0%	100%	0.00%	0.03%
GROT-5053-3	School Bus Wedge LED Marker Li	Grote Industries	U.S.	Madison, IN	100%	0%	0.14%	0.00%
GROT-61G31	WHITE LED 60 SERIES LED DOME	Grote Industries	U.S.	Madison, IN	100%	0%	0.55%	0.00%
GROT-67016	TWO WIRE 90 DEGREE PIGTAIL	Grote Industries	Foreign	Mexico	0%	100%	0.00%	0.05%
JFK-XB9500-SC	Extrabond 9500-SC Hybrid Polyu	JFK Buying Group	U.S.	Mansfield, OH	100%	0%	0.04%	0.00%
KEM-0518-BR-144	Brite Carpet Binder Bar	Temple Products	U.S.	Elkhart, IN	100%	0%	0.21%	0.00%
LAV-509-C	Grommet for floor pass thru	Lavature Products	Foreign	China	0%	100%	0.00%	0.00%
LG-PRC507-AX-11	Programmable Relay Power Cente	LGS Group	U.S.	Auburn, CA	60%	40%	2.01%	0.00%
LGS-A-6500-15	Gateway Activation Kit	LGS Group	U.S.	Auburn, CA	84%	16%	1.60%	0.00%
LOOM	All Loom for Wiring	Endries International	Foreign	Canada	0%	100%	0.00%	0.12%
MBW-0C8432X-01	DIAMOND SHORT DRIVER BOARD	Owens Products	U.S.	Sturgis, MI	100%	0%	0.36%	0.00%
MBW-10-1266	RUNNING BOARD BRACKET KIT	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.58%	0.00%
MBW-120051	WEATHER-TECH SINGLE REAR MUD F	Weather-Tech	U.S.	Bolingbrook, IL	100%	0%	0.22%	0.00%
MBW-20357-019	GRAB HANDLE WELDMENT	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.39%	0.00%
MBW-20363-001	Front MTG Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.48%	0.00%
MBW-20363-002	Rear MTG Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	1.17%	0.00%
MBW-20364	LOWER TRIM	JBC Technologies	U.S.	North Ridgeville, OH	100%	0%	0.37%	0.00%
MBW-20386-061	BACK PANEL	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.15%	0.00%
MBW-20386-100	ELECTRIC DOOR ASSY WMATA	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.60%	0.00%
MBW-20399-086	Rear Heat Cover	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.16%	0.00%
MBW-20402-003	Breaker cover	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.06%	0.00%
MBW-20416	31.5" X 4.5" THICK FOAM W.PSA	JBC Technologies	U.S.	North Ridgeville, OH	0%	100%	0.00%	0.03%
MBW-20417	46"X.14"X.125 THICK	JBC Technologies	U.S.	North Ridgeville, OH	0%	100%	0.00%	0.05%
MBW-50039-003	Orange Crush Tube 5"	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.12%	0.00%
MBW-50044-004	9 7/8" DRIVE SHAFT LOOP	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.13%	0.00%
MBW-50048-001	LWB.FWD, DR SIDE STEEL	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.30%	0.00%
MBW-50048-002	LWB-EL, FORWARD PASSENGER SIDE	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.38%	0.00%
MBW-50048-003	LWB.SWD, PASS SIDE REAR	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.37%	0.00%
MBW-50048-006A	SUPPORT BAR .375X1.5X65	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.14%	0.00%
MBW-50048-006C	SUPPORT BAR .375X1.0X63	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.23%	0.00%
MBW-50048-006D	SUPPORT BAR .375X1.5X37	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.06%	0.00%
MBW-50048-006E	SUPPORT BAR .375X1.5X12	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.10%	0.00%
MBW-50048-006F	SUPPORT BAR .375X1.5X28	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.05%	0.00%
MBW-50048-012	LWB.SWD,DR SIDE RIGHT PANEL	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.35%	0.00%
MBW-50050-001	Triangle Kit Mounting Bracket	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.07%	0.00%
MBW-50062-002	AWB Plywood Floor Front	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.79%	0.00%
MBW-50062-003	LWB Plywood Floor Center	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.58%	0.00%
MBW-50062-004	AWB Plywood Floor Rear	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.66%	0.00%
MBW-50062-005	REAR THRESHOLD MEDALLION WALLS	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.30%	0.00%
MBW-50062-006	FRONT THRESHOLD	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.21%	0.00%
MBW-50087-008	CONVEX MIRROR BOW	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.10%	0.00%
MBW-50087-012	Heater Mount	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.36%	0.00%
MBW-50087-016	Inlet Filter Face	Joslyn Manufacturing	U.S.	Macedonia, OH	100%	0%	0.05%	0.00%
MBW-70001	55" Tapped Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	1.40%	0.00%
MMC-13155A240	RECESSED PULL HANDLE	McMaster-Carr	U.S.	Everett, WA	100%	0%	0.01%	0.00%
MMC-1556A54	Angle Bracket	McMaster-Carr	Foreign	China	0%	100%	0.00%	0.05%
MMC-1658A112	PIANO HINGE	McMaster-Carr	U.S.	Brookfield, IL	100%	0%	0.08%	0.00%
MMC-1770A527	KEY CYLINDER	McMaster-Carr	U.S.	Mauldin, SC	100%	0%	0.05%	0.00%
MMC-5862K12	DISK MAGNET	McMaster-Carr	Foreign	China	0%	100%	0.00%	0.02%
MMC-69875K59	BATTERY TERMINAL COVER	McMaster-Carr	U.S.	Franksville, OH	100%	0%	0.03%	0.00%
MMC-69915K53	Compact Plastic Submersible Co	McMaster-Carr	Foreign	Germany	0%	100%	0.00%	0.05%
MMC-8694K78	Weather- and Abrasion-Resistan	McMaster-Carr	U.S.	Bolingbrook, IL	100%	0%	0.03%	0.00%
MMC-90107A029	316 Stainless Steel Washer for	McMaster-Carr	Foreign	Various (India, China, or	0%	100%	0.00%	0.00%
MMC-91251A345	Black-Oxide Alloy Steel Socket	McMaster-Carr	U.S.	Euclid, OH	100%	0%	0.00%	0.00%
MMC-91251A542	Black-Oxide Alloy Steel Socket	McMaster-Carr	U.S.	Euclid, OH	100%	0%	0.01%	0.00%
MMC-92949A269	18-8 Stainless Steel Hex Drive	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.00%
MMC-94074A147	Screws for Metal Framing for D	McMaster-Carr	Foreign	Various	0%	100%	0.00%	0.00%
MMC-9542K222	MBW-50058-064, PLASTIC SHIM FO	McMaster-Carr	U.S.	Reading, PA	100%	0%	0.02%	0.00%
MMC-97217A359	Zinc/Yellow Plated Steel Rivet	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.03%
MMC-97217A393	Zinc/Yellow Plated Steel Rivet	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.03%
MOB-502273	Driver Sidewall	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.61%	0.00%
MOB-502274	Passenger Sidewall	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.12%	0.00%
MOB-502276	Cab To cargo Floor Trim	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502277P	Pass. Rear Cargo Window Shroud	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.33%	0.00%



## Buy America Content % Breakdown Virginia Bid Base Vehicle

MOB-502279	Passenger B Pillar Trim	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-50227D	Driver Rear Cargo Window Shrou	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.33%	0.00%
MOB-502280	Slider Door Panel	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.58%	0.00%
MOB-502358	High Roof Center Headliner	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.73%	0.00%
MOB-502359	High Roof Driver Rear Corner C	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502360	High Roof Passenger Rear Come	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502361	High Roof Driver Side Headline	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.34%	0.00%
MOB-502362	High Roof Passenger Side Headl	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.33%	0.00%
MOB-502386	Rear Driver Door Window Shroud	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-502387	Rear Passenger Door Window Shr	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-502393	51X5, 125 Side Lift Black Plast	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.05%	0.00%
MOB-502581	High roof overhead a/c cover	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.42%	0.00%
MP-NYL1X1X15	1x1x15 NYLON FLOOR LIFT FILL	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.06%	0.00%
MR-HY12C	Adhesive Hybond MC-5 Glue.	Miami Rubber	U.S.	St. Clair, MO	100%	0%	0.11%	0.00%
NAPA-409503	Pag Oil for Ford Air Condition	NAPA Auto Parts	Foreign	China	100%	0%	0.04%	0.00%
NAPA-ANTIFREEZ	Antifreeze - Standard	Ganley Ford	U.S.	Dearborn, MI	100%	0%	0.89%	0.00%
NAPA-FREON	R-134A Freon Container, #9535	Blue Springs Ford	Foreign	China	0%	100%	0.00%	0.27%
NTEA-BLNK LBL	Blank Label to Print Altered o	National Truck Equipment Assoc.	U.S.	Dearborn, MI	100%	0%	0.01%	0.00%
PAINT/SUPPLIES	Paint and Paint Supplies	API	U.S.	Pittsburgh, PA	100%	0%	0.64%	0.00%
PET-B168-181	GASKET FOR BRUSH GUARD	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.01%	0.00%
PET-M168A	168A PIRANHA AMBER LED MARKER	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.07%	0.00%
PET-M818W-9	4" Round, 9 Diode Led Dome Lig	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.36%	0.00%
PRO-02-000-149	1" (4 Position) linestake clam	Twin-Air	Foreign	China	0%	100%	0.00%	0.04%
PRO-04-000-004	2.5" Air Duct Hose	Twin-Air	Foreign	China	0%	100%	0.00%	0.02%
Q8-6326A1-HR131	Retractable lap/shoulder comb	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	1.64%	0.00%
QST-Q-8101-L	QRT Deluxe Kit for L-track	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	3.18%	0.00%
QST-Q5-7551-SRS	Silver surface rail track end	Q'Straint	U.S.	Ft. Lauderdale, FL	100%	0%	0.04%	0.00%
ROS-601DOF	6" RND CONVEX SPOT MIRROR	Rosco	U.S.	Jamacia, NY	100%	0%	0.05%	0.00%
ROS-BAS3001	BRACKET	Rosco	U.S.	Jamacia, NY	100%	0%	0.05%	0.00%
SL-8663	End Cap For Series L Flanged T	Q'Straint	Foreign	China	0%	100%	0.00%	0.03%
SL-8705	Premium Web Cutter	Q'Straint	Foreign	China	0%	100%	0.00%	0.03%
TA-060245DC	Twin-Air 6 Series Overhead Air	Twin-Air	U.S.	Elkhart, IN	100%	0%	12.47%	0.00%
WIN-MATA-001	Marker Light Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	1.13%	0.00%
WIN-MATA-006	Lift Enable Signal	Winar Connections	U.S.	Richfield, OH	95%	5%	0.12%	0.00%
WIN-MATA-007	J18 Connection Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.11%	0.00%
WIN-MATA-008	Master Light Power Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.18%	0.00%
WIN-MATA-011	Climate Control Power Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.11%	0.00%
WIN-MATA-012	J20 Grounding Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.03%	0.00%
WIN-MATA-013	6 LIGHT DOMELIGHT HARNES	Winar Connections	U.S.	Richfield, OH	95%	5%	0.53%	0.00%
WIN-MATA-014	Dome Light Switch Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.19%	0.00%

Totals					US	Foreign
Vehicle Material Subtotal					93.63%	6.37%

Final Assembly Point: Akron, OH

The Vehicles were Altered in Akron, OH to change the van from an OEM Cargo Chassis to a wood subfloor paratransit vehicle with aftermarket seating. There was a wood subfloor system installed into the vehicle that allows aftermarket seating to be installed. Additional items such as wheelchair lift, wheelchair tie downs, steps, safety kits, stanchion poles and back up alarms were also installed.

# Warranty Policy

## **Driverge Limited Warranty Policy for all Driverge Converted Commercial Vans**

Driverge builds the highest quality vehicles in the industry. Should you have any questions regarding the warranty on your Driverge van, please refer to the information listed below, contact your sales representative or call us at 1-855-337-9543. Driverge warrants each conversion, and other parts manufactured by Driverge and added to a chassis, to be free from defects in material and workmanship, under normal use and service, for a period of three (3) years, or thirty-six thousand (36,000) miles on the converted chassis, whichever occurs first, from the original purchase date from Driverge or an authorized Driverge dealer.

### **Warrantor:**

This warranty is granted by Driverge, 1090 West Wilbeth Road, Akron, Ohio 44314. No changes to this warranty can take place without express written consent by an executive officer of Driverge.

### **Procedure for Obtaining Performance Under This Warranty: Procedure for Obtaining Performance Under This Warranty:**

In order to keep this warranty in effect, the owner must have the vehicle and its parts maintained as prescribed by the chassis manufacturer, lift manufacturer and Driverge. If a possible warranty claim arises, the owner must notify Driverge within 48 hours of the occurrence and before seeking service. To notify Driverge of a possible warranty claim, call us at 1-855-337-9543 . All warranty repairs must be authorized by Driverge in writing before they are performed. If a repair or replacement by an authorized service center is determined by Driverge to be impractical, the owner shall contact Driverge to make arrangements for the return of the defective part or products. Failure to comply with these procedures could lead to a possible denial of warranty coverage at Driverges' discretion. Driverge reserves the right to make a physical inspection by authorized factory personnel of the vehicle following any complaint.

### **Parties to Whom Warranty is Extended:**

This warranty shall be extended to the original purchaser and any legal transferee to whom such product is transferred during the warranty period except where limited as noted.

### **Items Not Covered:**

Driverge is an upfitter of non-emergency transport vehicles and mini-vans whose products are mounted on chassis manufactured and expressly warranted by other manufacturers. This warranty does not, therefore, extend to nor cover any portion of the vehicle, nor contents thereof which has been separately warranted by another manufacturer; or manufactured by a manufacturer other than Driverge, except to the extent specifically required by any applicable Federal law or regulation. Driverge does not warrant the automotive chassis. Any and all parts supplied with the automotive chassis by the chassis manufacturer are strictly

not covered by Driverge. These include, but are not limited to, engine, transmission, air conditioning (OEM), heater, brakes and the factory body. Consult the chassis manufacturer's warranty with regard to those items. Driverge will reasonably assist the buyer to assure that the chassis manufacturer honors warranty obligations but Driverge accepts no liability for it. With regards to parts manufactured by others, which carry their own manufacturer's warranty (such as wheelchair lifts, wheelchair and occupant restraint systems, audio equipment, rear air conditioning unit, batteries, tires, etc.) Driverge warrants its proper factory installation only. Refer to the warranty documents provided to the purchaser for information on how to obtain warranty service for these parts; or see the quick reference below.

<b>MANUFACTURER'S WARRANTY SUMMARY</b>				
<b>Company</b>	<b>Contact</b>	<b>Phone</b>	<b>Parts</b>	<b>Labor</b>
<b>LIFTS</b>				
<b>BRAUN</b>	Kim Hanson	800-946-7513 ext. 3028	* See below	1 year/3,000 cycles [ADA member only – 3 years/10,000 cycles]
<b>RICON</b>	Renaldo	800-322-2884 ext. 3102	† See below	1 year
<b>MAXON</b>	Tom Irwin	800-227-4116	3 Years/18,000 cycles	3 Years/18,000 cycles
<b>SEATS</b>				
<b>FREEDMAN</b>	Terry Gogins	773-524-2440 ext. 233	1 year from manufacture date	-
<b>AMF Bruns of America</b>	Steven	877-506-3770	1 year	-
<b>REAR HEAT &amp; AC</b>				
<b>TWINAIR</b>	Roger Burks	574-295-1129	3 years/36,000 miles	3 years/36,000 miles



### WHEELCHAIR RESTRAINTS

<b>SURE-LOK/Q'STRAIT</b>	Sabrina	610-814-0300	§See below	-
<b>AMF Bruns of America</b>	Steven	877-506-3770	**See below	-

### RAMPS

<b>AMF Bruns of America</b>	Steven	877-506-3770	1 Year	-
-----------------------------	--------	--------------	--------	---

\*Braun lift warranty – Five (5) year warranty on power train parts, including cable, cylinder, flow control, gear box, motor, pump, hydraulic hose & fittings, and the solid state controller; all remaining lift parts are covered by a three-year / 10,000 cycle warranty. The warranty registration card must be processed to activate the warranty.

† Ricon lift warranty – Five (5) year warranty on lift power train parts, all remaining lift parts are covered by a one-year / 3,000 cycle warranty. The warranty registration card must be processed to activate the warranty.

§ Sure-Lok restraint warranty - Three (3) year warranty on Titan series; one (1) year warranty on all other Sure-Lok products.

\*\*TransitWorks AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS\*\*

\*\* AMF-Bruns of America restraint warranty - Three (3) years on Platinum series; Two (2) years on Silver series; One (1) year on Black series

**Other Items Not Covered:**

- Damage or defects due to the installation of equipment by anyone other than Driverge factory personnel.
- Damage or deterioration due to normal use, wear and tear or exposure.
- Normal maintenance services such as, but not limited to, wheel alignment and balancing, tune-ups, oil changes, and other similar normal maintenance items.
- Damage due to improper repairs, warranty or non-warranty, made by persons other than Driverge.
- Paint or body damage due to improper operation of doors, wheelchair lifts, loading and unloading of passengers, accidents etc.
- Repairs and adjustments required as a result of misuse, negligence, modification, alteration, tampering, disconnection, improper adjustments

unless performed by a dealership or any other authorized persons during warranty repair work of repairs, accident, and use of add-on parts/materials.

- Normal noise, vibrations, wear and tear and deterioration such as discoloration, fading, deformation or blur are not covered.
- Vehicles and their parts that have been deemed scrap or salvage as a result of an accident or any other situation other than normal use are not covered by this warranty.
- Imperfections in body paint are normally apparent at the time of original vehicle inspection (delivery) and are to be reported immediately. Delay may lead to additional damage which may not be covered by this warranty.

This warranty does not extend to any defect or problem caused by the negligence or acts of the purchaser, dealers or others, failure to operate or maintain the product in accordance with the operating and maintenance instructions furnished with each new product, unreasonable use, accidents, alterations or ordinary wear and tear.

**Remedy:**

If within the applicable warranty period, any part or installation work included in this warranty, proves to be defective in material or workmanship, Driverge shall, at its option, repair or replace the defective parts. Parts and labor shall be at Driverge's expense at a mutually agreed upon standard labor rate. An authorized Driverge personnel must approve an estimate for labor time. Transportation, towing, rental vehicles or field call other than by Driverge personnel are not covered.

**Design Changes:**

Driverge reserves the right to make changes in the design and material of its products without incurring any obligation to incorporate such changes in any product previously manufactured or advertised

**Entire Warranty:**

This warranty may be altered only in writing signed by an executive officer of Driverge. It may not be altered or extended orally or in writing by any other person. Driverge does not authorize any person to create for it any other obligation or liability in connection with a Driverge vehicle.

**Severability:**

Whenever possible, each provision of this warranty shall be interpreted so as to be effective and valid under any applicable law.

**Exclusions and Implied Warranties:**

Driverge shall not be responsible or liable for indirect or consequential damages of any kind, however arising, including but not limited to loss of any products, loss of time, inconvenience, incidental or consequential damages with respect to persons, business or property, whether as a result to breach of warranty, negligence or otherwise. Driverges' liability shall be limited solely, at Driverges' option, to repair or replacement of the goods or component parts not meeting the quality and specifications warranted. No other warranty,

express or implied, shall apply including any implied warranty or fitness for a particular purpose, and any such implied warranties are expressly disclaimed. In the event that applicable law prevents the disclaimer of any implied warranties, then such implied warranties shall be limited to the duration of this express warranty i.e. limited to three (3) years or thirty-six thousand (36,000) miles on the automotive chassis, whichever comes first, from the date of original retail purchase

**Note:**

Some states do not allow (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Revised 6/17/2019.





**DRIVERGE**  
VEHICLE INNOVATIONS

**FSTL Final Test Report  
for  
In Vehicle Wheelchair Securement Pull Test  
ADA FMVSS 49.38.23 + FMVSS 210**

---

**Driverge Vehicle Innovations, LLC**  
1090 West Wilbeth Road, Akron, OH 44314  
844-337-9543 • 330-861-1118 • Fax: 330-861-0282 • [www.driverge.com](http://www.driverge.com)

---

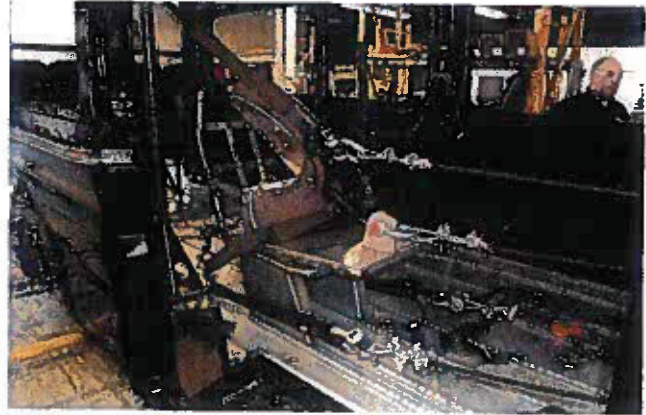
<b>FSTL Final Test Report</b>		<u>Test Facility:</u> <b>FSTL</b>
<u>Test Date:</u> 8/27/2014	<u>Test Procedure:</u> ADA FMVSS 49.38.23 + FMVSS 210	<b>4545 W. Augusta Blvd. Chicago, IL 60651</b>

**Description of Item Tested**

All test items are obtained according to FSTL procedure LAI-011 unless otherwise noted. All items are tested for compliance with applicable standards, previously reviewed and approved by the party requesting this test, unless otherwise specifically noted:

AMF Bruns of America installed wheel chair securement tie downs in position MBW-037-1. The system was installed in a Ford Transit. A unbolted single seat was used to simulate a wheel chair.

**Description of Results**



**Summary of FMVSS Title 49, Part 38.23 (8) (d) ADA (Americans with Disability Act)**

Securement devices—(1) Design load. Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.

**Summary of FMVSS Section 571.210**

A force of 3,000 lb shall be applied to the lap belt at 10° ± 5° above the horizontal plane. The required forces must be reached within 30 seconds from the onset of the test then, when reached must be held for 10 seconds

Note: Full compliance with FMVSS and its Regulations, as set forth under 49 USC 301, et. seq., can only be achieved through proper in-vehicle testing. Freedman Seating Company, its agents, employees, affiliates and subsidiaries ("Freedman Seating") is not liable for damages resulting from the installation of any seat in a vehicle that has not been FMVSS tested or any installation of a seat that deviates from a FMVSS tested installation method. Freedman Seating has no responsibility for the design of any vehicle in which the subject seat may be placed, or any resulting damages. The results documented in this report relate only to the items tested, as described herein.

**Test Opinions and Interpretations**

Note: This Test Report is provided solely for the use of the party requesting the same identified below, and for no other person, entity or purpose. Reproduction of this document is strictly prohibited without the prior written permission of FSTL in each instance.

The wheel chair system as tested in this chassis meets the requirements of FMVSS 49.38 & FMVSS 210.

See attached drawings/photos

The test complied with the above Test Procedure: Yes X No

Test Report Reviewed by:

*Miguel Flores*

Digitally signed by Miguel Flores  
DN: cn=Miguel Flores,  
email=miguelf@freedmanseat.com,  
o=Freedman Seating Co., ou=FSTL, c=US  
Date: 2014.09.08 16:22:02 -05'00'

Test Requested By:

Thomas Habib AMF Bruns of America  
1090 w. Wilbeth Rd. Akron OH, 44314 (330) 351-6277

Test Report Approved by:

*David V. O'Malley*

Digitally signed by David V O'Malley  
DN: cn=David V O'Malley,  
email=davidv@freedmanseat.com,  
o=FSTL, ou=FSTL, c=US  
Date: 2014.09.10 09:58:01 -05'00'

Request Received Date:

7/21/2014

# Data Sheet

**FSTL**  
4545 w. Augusta Blvd.  
Chicago, IL

Work Order No.: 1407AV - Test2

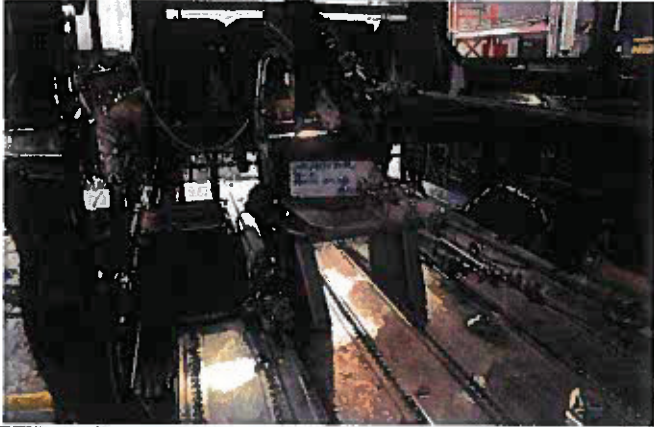

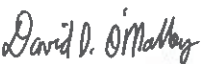
<u>Requirements for compliant test.</u>	<u>Yes/ No / N/A</u>
Test artifact reached loads within 30 seconds	yes
Test artifact sustained loads for 10 seconds or more.	yes
Seat frame or seat adjusters detach from the test platform/vehicle?	no

**Pass/Fail**  
PASS

Notes:

Test1: Seat belt was severed.  
Test2: Seat belt was replaced and test was rerun.



<b>FSTL Final Test Report</b>		<u>Test Facility:</u> <b>FSTL</b>
<u>Test Date:</u> 8/27/2014	<u>Test Procedure:</u> ADA FMVSS 49.38.23 + FMVSS 210	<b>4545 W. Augusta Blvd. Chicago, IL 60651</b>
<b>Description of Item Tested</b>		
<p>All test items are obtained according to FSTL procedure LAI-011 unless otherwise noted. All items are tested for compliance with applicable standards, previously reviewed and approved by the party requesting this test, unless otherwise specifically noted:</p> <p>AMF Bruns of America installed wheel chair securement tie downs in position MBW-037-1. A bracket was fabricated for the upper shoulder anchor (se page 11). The system was installed in a Ford Transit. A unbolted single seat was used to simulate a wheel chair.</p>		
<b>Description of Results</b>		
		
<b>Summary of FMVSS Title 49, Part 38.23 (8) (d) ADA (Americans with Disability Act)</b>		
<p>Securement devices—(1) Design load. Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.</p>		
<b>Summary of FMVSS Section 571.210</b>		
<p>A force of 3,000 lb shall be applied to the lap belt at 10° ± 5° above the horizontal plane. The required forces must be reached within 30 seconds from the onset of the test then, when reached must be held for 10 seconds.</p> <p>Note: Full compliance with FMVSS and its Regulations, as set forth under 49 USC 301, et. seq., can only be achieved through proper in-vehicle testing. Freedman Seating Company, its agents, employees, affiliates and subsidiaries ("Freedman Seating") is not liable for damages resulting from the installation of any seat in a vehicle that has not been FMVSS tested or any installation of a seat that deviates from a FMVSS tested installation method. Freedman Seating has no responsibility for the design of any vehicle in which the subject seat may be placed, or any resulting damages. The results documented in this report relate only to the items tested, as described herein.</p>		
<b>Test Opinions and Interpretations</b>		
<p>Note: This Test Report is provided solely for the use of the party requesting the same identified below, and for no other person, entity or purpose. Reproduction of this document is strictly prohibited without the prior written permission of FSTL in each instance.</p>		
<p>The wheel chair system as tested in this chassis meets the requirements of FMVSS 49.38 &amp; FMVSS 210.</p>		
<b>See attached drawings/photos</b>		The test complied with the above Test Procedure: Yes X No <input type="checkbox"/>
<b>Test Report Reviewed by:</b>	 <small>Digitally signed by Miguel Flores DN: cn=Miguel Flores, email=miguelf@freedmanseat.com, ou=Freedman Seating Co., ou=FSTL, c=US Date: 2014.09.08 11:15:37 -05'00'</small>	<b>Test Requested By:</b>
<b>Test Report Approved by:</b>	 <small>Digitally signed by David I O'Malley DN: cn=David I O'Malley, email=david@freedmanseat.com, o=FSTL, ou=FSTL, c=US Date: 2014.09.10 09:55:31 -05'00'</small>	<b>Thomas Habib AMF Bruns of America</b> <b>1090 w. Wilbeth Rd. Akron OH, 44314 (330) 351-6277</b>
		<b>Request Received Date:</b> 7/21/2014

Equipment Documentation

Test Fixtures:

Fixture #:	Description
PL-002	Pull Test Machine
PL-205	Body Block
PL-206	Torso Block

Measurement Equipment:

Equipment #:	Description	Last Calibration #
LC-001	Load Cell -15K S.N. 21358576	C1408
LC-002	Load Cell -15K S.N. Y51758	C1408
LC-005	Load Cell -15K S.N. 21062347	C1408
LC-006	Load Cell -15K S.N. 611769	C1408

# Data Sheet

**FSTL**  
4545 w. Augusta Blvd.  
Chicago, IL.

Work Order No.: 1407BR

<u>Requirements for compliant test.</u>	<u>Yes/ No / N/A</u>
Test artifact reached loads within 30 seconds	yes
Test artifact sustained loads for 10 seconds or more.	yes
Seat frame or seat adjusters detach from the test platform/vehicle?	no

**Pass/Fail**  
**PASS**

Notes:

n/a






**DRIVERGE**  
VEHICLE INNOVATIONS

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

**DRIVERGE VEHICLE INNOVATIONS hereby certifies that the conversions being proposed (delivered) will meet or exceed all applicable Federal Motor Vehicle Safety Standards (FMVSS).**

Signed: 

**Kenneth H. Richards**

**Title: Business Manager**

**Date: 1/2/2021**



**STANDARDS AFFECTED BY THE ALTERATIONS**

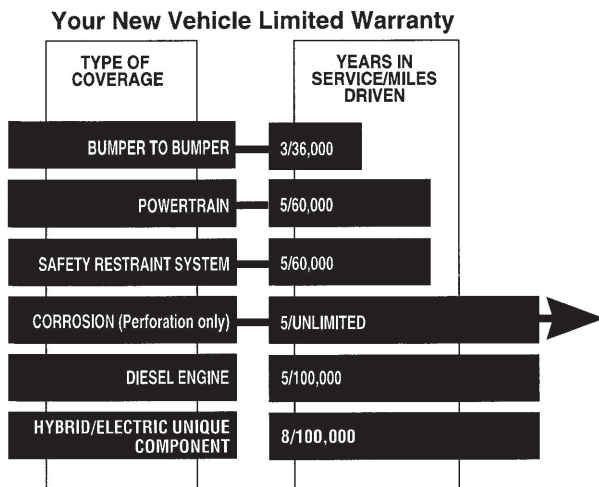
Standard	C/FMVSS	Compliance 2021 FORD Transit	Compliance Initials
Controls & Displays	101	OEM; not applicable to conversion	/
Hydraulic & Electric Brake Systems	105	OEM; not applicable to conversion	
Brake Hoses	106	OEM; not applicable to conversion	
Lamps, Reflective Devices & Associated Equipment	108	Add OEM style interior lighting, in compliance	KW
New pneumatic tires	109	OEM; not applicable to conversion	
Tire selection & rims for motor vehicles with a GVWR of 4356 kilograms (10,000 pounds) or less	110	OEM; not applicable to conversion	
Noise Emission Tests	1106	OEM; not applicable to conversion	
Theft protection	114	OEM; not applicable to conversion	
Motor Vehicle Brake Fluids	116	OEM; not applicable to conversion	
Power operated window, partition, and roof panel systems	118	OEM; not applicable to conversion	
New pneumatic tires for vehicles other than passenger cars	119	OEM; not applicable to conversion	
Tire selection and rims for motor vehicles with a GVWR of more than 4536 kgs (10,000 lbs.)	120	OEM; not applicable to conversion	
Air brake systems	121	not applicable	
Motorcycle brake systems	122	not applicable	
Motorcycle controls and displays	123	not applicable	
Accelerator control systems	124	OEM; not applicable to conversion	
Electronic Stability Control Systems	126	OEM; not applicable to conversion	
School bus pedestrian safety devices	131	not applicable	
Light vehicle brake systems	135	OEM; not applicable to conversion	
New pneumatic radial tires for light vehicles	139	OEM; not applicable to conversion	
Head restraints	202	OEM; not applicable to conversion	
Steering control rearward displacement	204	OEM; not applicable to conversion	
Door locks and door retention components	206	OEM; not applicable to conversion	
Seating systems	207	OEM; not applicable to conversion	
Occupant crash protection	208	OEM; not applicable to conversion	
Seat belt assemblies	209	Add integrated seating, in compliance	KW
Seat belt assembly anchorages	210		
Windshield mounting	212	OEM; not applicable to conversion	
Child restraint systems	213	Add integrated seating, in compliance	KW
Infant restraint systems	213.1	OEM; not applicable to conversion	
Booster Seats	213.2	OEM; not applicable to conversion	
Restraint systems for Disabled Persons	213.3	Install 4 point chair and shoulder restraint, in compliance	KW
Built in Restraint systems and Built-in Booster seats	213.4	not applicable	KW
Restraint systems for infants with special needs	213.5	not applicable	
Side impact protection	214	OEM; not applicable to conversion	
Roof crush resistance	216	OEM; not applicable to conversion	
Windshield zone intrusion	219	OEM; not applicable to conversion	
School bus rollover protection	220	not applicable	
School bus body joint strength	221	not applicable	
School bus passenger seating and crash protection	222	not applicable	
Rear impact guards	223	OEM; not applicable to conversion	
Fuel system integrity	301	OEM; not applicable to conversion	
LPG fuel integrity	301.1	not applicable	
CNG fuel integrity	301.2	not applicable	
Flammability of interior materials	302	tested and compliant to #302	KW
Electric powered vehicles; electrolyte spillage and electrical shock protection	305	not applicable	
Internal trunk release	401	OEM; not applicable to conversion	
Low speed vehicles	500	not applicable	
C-dolly	903	not applicable	
Trailer cargo anchoring devices	905	not applicable	

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



# FORD WARRANTY BASE VAN

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 9-13)
- ➔ **What is Not Covered?** (pages 13-16)



Ford Motor Company

*Is proud to recognize*

*Drivege Vehicle Innovations,*

*LLC - Kansas*

*as a participant in the*

*Mobility*

*Qualified Vehicle Modifier Program*



*Ryan A. Delaney - SVE Quality Programs Mgr.*

*December, 2020*





**Ford Motor Company**

*Is proud to recognize*

*Drivege Vehicle Innovations,*

*LLC - Ohio*

*as a participant in the*

*Mobility*

*Qualified Vehicle Modifier Program*



A handwritten signature in blue ink, appearing to read "Ryan A. Delaney", written over a horizontal line.

Ryan A. Delaney -- SVE Quality Programs Mgr.

**November, 2020**



U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Headquarters

East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

October 5, 2021

Ken Richards  
Driverge Vehicle Innovations  
1090 West Wilbeth Road  
Akron, OH

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2022

Dear Mr. Richards:

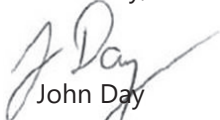
This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Driverge Vehicle Innovations' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2022 for the period of October 1, 2021–September 30, 2022. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your firm's FY 2022 DBE goal and determined that it complies with DOT's DBE regulations. Your firm is eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your firm's compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2022 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2021. This report should reflect all FTA-funded contracting activity for the second period of FY 2021 (i.e., from April 1 to September 30).

Also note that your FY 2023 DBE goal methodology must be submitted to FTA by August 1, 2022. Any significant updates to the program plan must be submitted to FTA as they occur. If you have any questions, please contact the FTA DBE Team via email at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

  
John Day  
Program Manager  
Office of Civil Rights



## TRANSIT VEHICLE MANUFACTURER CERTIFICATION Compliance with 49 CFR Part 26, Section 26.49

DRIVERGE VEHICLE INNOVATIONS, a Transit Vehicle Manufacturer (TVM) hereby certifies that we have complied with the requirements of 49 CFR Part 26, Section 26.49 by submitting a current annual Disadvantaged Business Enterprise goal to the Federal Transit Administration.

Signed: *Kenneth Richards*

Kenneth H. Richards  
Title: Business Manager  
Date: 11/01/2021