

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR PURCHASE OF TRANSIT BUSES  
RFP 18-072**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Creative Bus Sales, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide ADA Passenger Vans, Type I, totaling from five (5) to fifteen (15), which meets or exceeds the specifications contained in Exhibit A (hereinafter "Services") pursuant to RFP 18-072; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 The Maximum Compensation for contract services is eight hundred fifty-four thousand eight hundred five dollars and no/100 (\$854,805.00). In no case shall the amount paid by County per Service Event under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the services by Contractor including any changes in the services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of each Service Event, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of eight hundred fifty-four thousand eight hundred five dollars and no/100 (\$854,805.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed eight hundred fifty-four thousand eight hundred five dollars and no/100 (\$854,805.00).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin on the date of the first Purchase Order and end no later than September 30, 2022, unless sooner terminated as provided herein.



## **Section 6. Purchase Order and Delivery**

The contractor shall deliver products and services in the same manner set forth in Exhibit A.

## **Section 7. Escalation Clause**

Contractor may apply for a price increase to the Fort Bend County Commissioners Court in the same manner set forth in Exhibit A.

## **Section 8. Modifications and Waivers**

8.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

8.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition

8.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 9. Termination**

### **9.1 Termination for Convenience**

9.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

### **9.2 Termination for Default**

9.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

9.2.1.1 If Contractor fails to perform services within the time specified in the Section 5 or any extension thereof granted by the County in writing;

9.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

9.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

9.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

9.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 10. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 11. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed by Contractor. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 12. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 13. Modification**

Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

#### **Section 14.           Confidential and Proprietary Information**

14.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

14.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

14.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

14.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

14.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. County will not pay any fee to Contractor for dissemination of information required by the Texas Public Information Act.

#### **Section 15. Independent Contractor**

15.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

15.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 16. Notices**

16.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

16.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department  
Attn: Director  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Creative Bus Sales, Inc.  
4955 W. Northgate Drive  
Irving, TX 75062

16.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 16.1 and 16.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

16.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

16.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 17. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 18. Assignment**

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas,

for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 20. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the services hereunder without the express written permission of County, except where required to do so by law.

**Section 24. Applicable Regulations and Warranties**

24.1 Safety: Vehicles must meet all appropriate local, state and Federal Motor Vehicle Safety Standards, including but not limited to standards for impact, rollover, brakes, windshield, windows, and lights.

24.2 Pollution: Contractor certifies that the vehicle meets all Federal Noise and Exhaust emission standards.

24.3 ADA Vehicle must meet Federal accessibility specifications as published in the Americans with Disabilities Act (ADA) and 49 CFR Parts 27, 37 and 38 as they apply to this purchase.

24.4 Warranty Requirements: The manufacturer's standard warranty for body and chassis must be provided as well as warranty for rust-proofing and lift. Warranties must be effective the day the buyer receives and signs delivery acceptance.

24.5 Service: Contractor must be able to provide warranty and maintenance service for the vehicle in the area in which it is to be used. Contractors located outside this area must be able to arrange a maintenance agreement with one or more certified distributors located within 50 miles of the service area or within Fort Bend County. This requirement is not meant to restrict responses but to ensure the availability of maintenance and warranty service.

24.6 Open Architecture: Contractor must comply with all Federal, state and local requirements, standards and regulations as it relates to the system and subsystems, including, but not limited to fare boxes, destination signs, cameras, and AVL systems.

## **Section 25. Certifications**

The Contractor certifies to abide by the following requirements and shall include these requirements in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds.

25.1 General: Contractor certifies that they are a fully authorized distributor of the vehicle(s) described in this Agreement; that they are prepared to perform maintenance and warranty service, or have arranged for said service with a certified distributor in the area the vehicle will be used; and that they can provide spare or replacement parts, or can assure access to said parts.

25.2 Pre-Award and Post-Delivery Audit: The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America: Contractor certifies that the vehicle meets FTA Buy America requirements as specified in 49 CFR parts 661. The Contractor shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. Contractor certifies that the vehicle meets or exceeds these specifications.
- (2) Federal Motor Vehicle Safety Standards (FMVSS): Vehicles must meet all appropriate local, state and Federal Motor Vehicle Safety Standards, including but not limited to standards for impact, rollover, brakes, windshield, windows, and lights. The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

- (3) ADA: Contractor certifies that the vehicle and related equipment meets or exceeds ADA Accessibility Specifications as published in 49 CFR Parts 27, 37 and 38 as they apply to this purchase. In the event that any of the attached specifications deviate from ADA accessibility specifications, the specifications of the higher standard will apply.
- (4) Bus Testing: Contractor must provide complete Altoona Bus Testing Certification for each vehicle supplied under this agreement. Certificate can be submitted when available, but must be received prior to acceptance of the first vehicle of an order.
- (5) PTN-130: The contractor must certify to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>
- (6) Request for Change or Approved Equal: Whenever a specific trade or product name is used within this specification, the following statement applies: "... or approved equal with the same standards of quality, design and performance." **All requests for approved equals must be submitted on the Request for Approved Equal form included in this proposal document and must be approved by the County.** The contractor must submit a separate form for each requested approval for change/approved equal.

## **Section 26. Federal Clauses**

The Contractor certifies to abide by the following requirements and shall include these requirements in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds.

26.1 No Government Obligation to Third Parties. County 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 County, the 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 this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

26.2 Program Fraud and False or Fraudulent Statement and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil



Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**26.3 Access to Records and Reports.** The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or 5339. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**26.4 Federal Changes.** The 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 County 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.

26.5 Civil Rights Requirements. The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

26.6 Disadvantaged Business Enterprise (DBE). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.**

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The Contractor will report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.

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 from County. 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 County 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 the prior written consent of County.

Contractor must certify a copy of the Transit Vehicle Manufacturer's DBE certification letter sent by the manufacturer to the Federal Transit Administration.

26.7 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions 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 FTA Circular 4220.1E, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

26.8 Government-Wide Debarment and Suspension (Non-Procurement). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

26.9 Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content, subject to the Amendment below.

The FAST Act, effective October 1, 2015 amended the Buy America waiver for rolling stock to provide for a phased increase in the domestic content requirement for rolling stock from the current more than 60 percent to more than 70 percent in FY2020 and beyond. The new provisions apply based on the date of delivery of the rolling stock. Domestic content requirement over the phase of the contract period shall be the provision applicable to the year of delivery of rolling stock procured under this contract.

26.10 Lobbying. Contractors shall file all certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

26.11 Clean Air. 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 . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

26.12 Clean Water. 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. . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

26.13 Cargo Preference- Use of United States-Flag Vessels. The Contractor agrees:

(1) 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;

(2) 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 leading 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.)

(3) 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.

26.14 Fly America. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include

the requirements of this section in all subcontracts that may involve international air transportation.

#### 26.15 Contract Work Hours and Safety Standards.

(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 therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 –County 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 paragraphs (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.

26.16 Energy Conservation Requirements. 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.

26.17 Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with

disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(10) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

26.18 Bus Testing. The Contractor/Manufacturer agrees to comply with 49 U.S.C.A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

(1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle;

(2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;

(3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing;

(4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**Section 27. Conflict**

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

**Section 28. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 29. Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.



IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**FORT BEND COUNTY**

**CREATIVE BUS SALES, INC.**

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED by:

\_\_\_\_\_  
Paulette Shelton  
Fort Bend County Transportation Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

## **EXHIBIT A**

### **RFP-18-072**

- **Request for Proposal**
- **Contractor's Response**
- **Updated Pricing Sheet**
- **Warranties**
- **TxDOT Consolidation Certification Form**
- **TX DMV Franchisee Motor Vehicle Dealer License Letter**



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Debbie Kaminski, CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

May 21, 2018

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 18-072 Transit Vans

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their bid response. Response date was extended to May 29, 2018. Deadline for questions and/or RFA's did not extend.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal with the Fort Bend County Purchasing Department at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov).

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Company Name

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Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Debbie Kaminski, CPPB  
County Purchasing Agent

**\*AMENDED 5/21/2018**  
**Fort Bend County, Texas**  
**Request for Proposals**



***Term Contract for Purchase of 5-15 Transit Vans  
for Fort Bend County Public Transportation  
RFP 18-072***

**SUBMIT PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

\*Tuesday, May 29, 2018  
2:00 PM (Central)

**MARK ENVELOPE:**

RFP 18-072  
Vans

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.***

***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Debbie Kaminski, CPPB  
County Purchasing Agent  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.



# COUNTY PURCHASING AGENT

Fort Bend County, Texas

## Vendor Information

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ <b>Certification #</b> _____ SBE-Small Business Enterprise _____ <b>Certification #</b> _____ HUB –Texas Historically Underutilized Business _____ <b>Certification #</b> _____ WBE-Women’s Business Enterprise _____ <b>Certification #</b> _____	
Company’s gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

## 1.0 SCOPE OF WORK:

It is the intent of Fort Bend County to contract with one (1) vendor to provide transit vans, totaling from 5 to 15, which meets or exceeds the specifications contained herein. The specifications contained herein are for the Fort Bend County to procure Type 1 vans over the next five (5) years.

- 1.1 Vans must be new, current production models and be ADA (Americans with Disabilities Act) accessible. It is anticipated that vehicles will be as follows:

Exhibit I Vans:	Van, ADA Accessible Type 1
	5 minimum, 15 maximum

- 1.2 If van size and passenger seating permits, two (2) wheel chair position will be provided. Vehicles must be designed and constructed to provide safe, economical, and reliable operation of demand response and fixed route services, suitable for extended service hours in heavy stop-and-go transit service. Overall design and construction shall be conducive to safe passenger entrance and egress and all movement within.
- 3.3 Contract will be awarded to the highest evaluated firm meeting specifications.

## 2.0 PROPOSAL SUBMISSION:

- 2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, [Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov). Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Monday, May 14, 2018 at 2:00 PM** (Central). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 2.2 When submitting a proposal in response to this request the following are required:
  - 2.2.1 **One (1) original, eight (8) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification.**
  - 2.2.2 Ensure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
  - 2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.
  - 2.2.4 Provide all required elements as stated.

2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

2.4 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

2.5 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

2.6 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.7 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. Only the names of the respondents will be made public at time of opening. All proposals that have been submitted shall be open for public inspection only after final contract award, subject to the requirements of the Public Information Act.

2.8 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals. Final contract may be awarded to one (1) firm or multiple firms.

## 2.9 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

## 3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

### PROPOSAL CONTACT:

Debbie Kaminski, CPPB  
County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)

## 4.0 TEXAS ETHICS COMMISSION FORM 1295:

- 4.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

### 4.2 On-line instructions:

- 4.2.1 Name of governmental entity is to read Fort Bend County.
- 4.2.2 Identification number is: RFP 18-072
- 4.2.3 Description is: Purchase of Transit Vans



**\*AMENDED 5/21/2018**

- 4.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete the form.

**5.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**6.0 TERM:**

This contract is for the period ending **30 September 2018**, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

**\*7.0 TENTATIVE SCHEDULE OF EVENTS:**

Release of RFP:	May 7, 2018
Deadline for Questions:	May 14, 2018
Deadline for RFA:	May 15, 2018
FBC response to RFA:	May 16, 2018
*Submission Due Date:	May 29, 2018
*Evaluation of Submissions:	June 12, 2018
*Commissioners Court Permission to Negotiate:	June 26, 2018
*Negotiations:	Begin June 27, 2018
*Final Contract Approval Commissioners Court:	July 10, 2018

**8.0 PRE-RFP CONFERENCE:**

There is no Pre-RFP conference.

**9.0 REQUEST(S) FOR APPROVAL OR DEVIATION (RFA):**

- 9.1 Request(s) for approved equal and request(s) for deviation to the technical specifications or other requirements of the solicitation document shall be submitted to Fort Bend County for evaluation by **Tuesday, May 15, 2018 at 2:00 PM (Central)**.
- 9.2 All request(s) for approval shall be submitted on the enclosed RFA form, with all necessary descriptive literature, technical data, or samples to clearly indicate all

specifications of the item(s) or deviation(s) proposed to permit evaluation of the request and determine that they meet all requirements of the solicitation.

- 9.3 Individual RFA's shall include all technical data and salient characteristics of the proposed item offered to meet the specification requirement. Such technical data and salient characteristics shall cover at a minimum the installation, operation and design performance of the item offered for approval.
- 9.4 Request(s) for approval may be submitted by email only to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at [Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov).
- 9.5 Fort Bend County will respond to RFA's by **May 16, 2018 5:00 PM (Central)**.

## **10.0 APPLICABLE REGULATIONS AND WARRANTIES:**

- 10.1 Safety: Vehicles must meet all appropriate local, state and Federal Motor Vehicle Safety Standards, including but not limited to standards for impact, rollover, brakes, windshield, windows, and lights.
- 10.2 Pollution: Contractor must certify the vehicle being bid meets Federal Noise and Exhaust emission standards.
- 10.3 ADA: Vehicle must meet Federal accessibility specifications as published in the Americans with Disabilities Act (ADA) and 49 CFR Parts 27, 37 and 38 as they apply to this purchase.
- 10.4 Requirements: The manufacturer's standard warranty for body and chassis must be provided as well as warranty for rust-proofing and lift. Warranties must be effective the day the buyer receives and signs delivery acceptance.
- 10.5 Service: Contractor must be able to provide warranty and maintenance service for the vehicle in the area in which it is to be used. Contractors located outside this area must be able to arrange a maintenance agreement with one or more certified distributors located within 50 miles of the service area or within Fort Bend County. This requirement is not meant to restrict responses but to ensure the availability of maintenance and warranty service.
- 10.6 Open Architecture: Contractor must comply with all Federal, state and local requirements, standards and regulations as it relates to the system and subsystems, including, but not limited to fare boxes, destination signs, cameras, and AVL systems.

## **11.0 CERTIFICATION:**

- 11.1 General: Contractor must provide certification that they are a fully authorized distributor of the vehicle being bid; that they are prepared to perform maintenance

and warranty service, or have arranged for said service with a certified distributor in the area the vehicle will be used (must specify who); and that they can provide spare or replacement parts, or can assure access to said parts (must specify source).

11.2 Disadvantaged Business Enterprise: Contractor must certify a copy of the Transit Vehicle Manufacturer's DBE certification letter sent by the manufacturer to the Federal Transit Administration.

11.3 Pre-Award and Post-Delivery Audit: The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America: Contractor must certify that the vehicle meets FTA Buy America requirements as specified in 49 CFR parts 661. If the proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. Specifications: Contractor must certify that the vehicle meets or exceeds these specifications and must obtain approval of exceptions prior to submitting bids. As a courtesy, here is the link to more information on the Buy America requirements:

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=49%3A7.1.2.1.18>

(2) Solicitation Specification: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted vans will not be subject to FMVSS regulations.

11.3 ADA: Contractor must certify that the vehicle and related equipment meets or exceeds ADA Accessibility Specifications as published in 49 CFR Parts 27, 37 and 38 as they apply to this RFP. In the event that any of the attached specifications deviate from ADA accessibility specifications, the specifications of the higher standard will apply.

11.4 Lobbying: According to 31 U.S.C. 1352, as implemented at 49 C.F.R. Part 20, the contractor must certify and abide by the rules with respect to lobbying.

11.5 Debarment and Suspension: The contractor must certify it is neither debarred nor suspended from Federal programs under U. S. Department of Transportation

regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

- 11.6 Bus Testing: Contractor must provide complete Altoona Bus Testing Certification for each vehicle supplied under this agreement. Certificate can be submitted when available, but must be received prior to acceptance of the first vehicle of an order.
- 11.7 PTN-130: The contractor must certify to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>
- 11.8 Request for Change or Approved Equal: Whenever a specific trade or product name is used within this specification, the following statement applies: "... or approved equal with the same standards of quality, design and performance." **All requests for approved equals must be submitted on the Request for Approved Equal form included in this proposal document and must be approved by the County.** The contractor must submit a separate form for each requested approval for change/approved equal.

## **12.0 FEDERAL CLAUSES:**

- 12.1 No Government Obligation to Third Parties. Fort Bend County and the 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 Fort Bend County, the 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 this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 12.2 Program Fraud and False or Fraudulent Statement and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to

be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- 12.3 Access to Records and Reports. The Contractor agrees to provide Fort Bend County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or 5339. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until Fort Bend County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- 12.4 Federal Changes. The 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 Fort Bend County 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.

12.5 Civil Rights Requirements. The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 12.6 Disadvantaged Business Enterprise (DBE). This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.**

The Contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Fort Bend County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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 from Fort Bend County. 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 Fort Bend County 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 the prior written consent of Fort Bend County.

- 12.7 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions 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 FTA Circular 4220.1E, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.

- 12.8 Government-Wide Debarment and Suspension (Non-Procurement). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, 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 49 CFR 29, 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.

- 12.9 Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content, subject to the Amendment below.

The FAST Act, effective October 1, 2015 amended the Buy America waiver for rolling stock to provide for a phased increase in the domestic content requirement for rolling stock from the current more than 60 percent to more than 70 percent in FY2020 and beyond. The new provisions apply based on the date of delivery of the rolling stock. Domestic content requirement over the phase of the contract



period shall be the provision applicable to the year of delivery of rolling stock procured under this contract.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

12.10 Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12.11 Clean Air. 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 . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12.12 Clean Water. 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 . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12.13 Cargo Preference- Use of United States-Flag Vessels. The Contractor agrees:

(1) 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;

(2) 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.)

(3) 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.

12.14 Fly America. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### 12.15 Contract Work Hours and Safety Standards.

(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 therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 – Fort Bend County 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 paragraphs (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.

12.16 Energy Conservation Requirements. 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.

12.17 Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and

directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(10) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

12.18 Bus Testing. The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

(1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle;

(2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;

(3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing;

(4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

### **13.0 SPECIFICATIONS:**

Exhibit I Vans:

Van, ADA Accessible Type 1

### **14.0 PRICING:**

All vendors must submit pricing utilizing the Excel pricing spreadsheets provided.

### **15.0 PURCHASE ORDER AND DELIVERY:**

The contractor shall not deliver products or provide services without a Fort Bend County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the proposer in the proper place on the pricing sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

### **16.0 ESCALATION CLAUSE:**

Successful respondent may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be

submitted within the first six (6) months of this contract. The cumulative total of approved percentage increases cannot exceed 25% of the original proposed price over the course of the contract.

## **17.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

17.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Pricing
2	Understand Requirements
3	Firm Experience
4	Required forms

17.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

17.3 Proposals shall be single-sided using 12 point or greater font size. Proposal pages shall be numbered and bound, or in a 3-ring binder with the proposing Respondent's name clearly indicated on the cover.

17.4 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with qualifications listed in the RFP specifications. Include length of time the company has been in business.

17.5 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1 Overall completeness of submission & understanding of requirements  
(weight factor = 15%)

- All required forms, quality of proposal, and adherence to instructions.
- Respondents must express, in detail, their understanding of the specifications. In addition, must provide floor plans and manufacturer information for each item.

Tab 2 Firm Reputation and Performance (weight factor = 25%)

- Provide documentation of a minimum of five (5) years' in business including the Proposer's overall organizational and financial capabilities and key components such as organizational reporting structure, quality control, quality assurance, research and development, technical, training and parts support, response time, product capabilities, and financial history.
- Such experience must be in the form of providing transit vans to state/municipal/county government. Specific experience in providing fleet vehicles meeting Federal Transit Administration requirements for public transportation operations should also be detailed.
- List a minimum of three (3) references within the last five (5) years; provide the name and location of client, date of delivery, item delivered, completion time for delivery, contact person with phone number and email address and if the delivery was for vehicles meeting Federal Transit Administration requirements for public transportation operations. Rating will be based on the capability and reputation of Proposer as presented in the Proposal or as determined by a review of list of references.
- Provide details of any past or pending judgements, liens, fleet defect history, and warranty claims as well as the efforts taken to resolve concerns.

Tab 3 Product Design and Performance (weight factor = 25%)

- Vehicle construction and system design, as well as documented reliability and other design and performance elements of the components that comprise those systems. At a minimum, test results, safety and maintenance factors, and cost of normal operation for the design and system components proposed will be considered in determining a final value for this factor.

Tab 4 Pricing (weight factor = 20%)

- Complete Excel pricing spreadsheets.

Tab 5 Delivery Schedule (weight factor = 15%)

- The proposed delivery for the minimum purchase of vans.

## **18.0 EVALUATION PROCESS:**

- 18.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 18.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 18.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 18.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 18.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 18.6 All proposals submitted are to be valid for a period of ninety (90) days.

## **19.0 AWARD:**

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

## **20.0 PUBLIC TRANSPORTATION REQUIREMENTS ATTACHMENTS:**

All vendors submitting are required to complete the attached and return with submission:



Attachment A – Warranty Certification

Attachment B - Transit Vehicle Manufacturers Certification of Compliance with 49 CFR Part 26.49

Attachment C – Pre-Award and Post Delivery Audit Requirements Certification

Attachment D – Certificate of Compliance with Buy America Rolling Stock Requirements

Attachment E – Proposer Self Certification

Attachment F – FMVSS (Federal Motor Vehicle Safety Standards) Certification

Attachment G – Certification Regarding Lobbying

Attachment H – Certification Regarding Government-Wide Debarment and Suspension (Nonprocurement)

Attachment I – Certificate of Compliance with FTA’s Bus Testing Requirements

Attachment J – Texas Department of Transportation Form PTN-130 Consolidated Certification Form

Attachment K – Request for Change or Approved Equal

## **21.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

20.1 Vendor Form

20.2 W9 Form

20.3 Tax Form/Debt/Residence Certification

## **22.0 NAIC CODES:**

The following NAIC codes (336211, 336120 and 226112) are set for this project; however, they are not all inclusive. Fort Bend County utilizes the following website:

<http://www.txdot.gov/business/partnerships/tucp.html>

## **VEHICLE SPECIFICATIONS FOR:**

### **ADA Accessible Mini-Vans Full Size Passenger Vans**

#### **SECTION 1: GENERAL REQUIREMENTS**

- A. Vehicles proposed may be purpose built for light transit or converted to a transit vehicle from a sports van, passenger van or wagon, or delivery vehicle.
- B. The vehicles shall be able operate daily on all urban, suburban and rural primary and secondary roads within the state of Texas.
- C. The vehicles proposed shall be the chassis manufacturer's current production year, 2017 Model Year or newer. The basic vehicle, both chassis and any conversion, must be a current year factory production model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The manufacturer shall be ISO 9001:2000 certified. **A copy of this certification must accompany the proposal submittals.**
- D. Detailed floor plans with dimensions are to be provided with each proposal response showing seating arrangements, interior layout of the vehicle, and seat spacing between ambulatory seats (to include spacing between wheelchair positions/flip seats).
- E. These specifications reflect the County's preference as to dimensions, materials and major components. However, the vendor shall not omit any part or detail, which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.
- F. All units or parts used in the assembly of the final product shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known in the transit industry. All parts shall be new and in no case shall used, reconditioned, or obsolete parts be accepted.
- G. The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicles pursuant to these specifications. It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The Vendor shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes the pick-up and delivery of the vehicle.
- H. Whenever a specific trade or product name is used within this specification, the following statement applies: "... or approved equal with the same standards of quality, design and performance." **All requests for approved equals must be submitted on the Request for Approved Equal form included in this proposal document and must be approved by the County.**

- I. Vehicle inspection and delivery will be completed at 230 Legion Drive, Richmond, TX 77469, as described in Section 15 for this request for proposal.
- J. Delivery: Maximum of 180 calendar days from date of the purchase order. Pre-delivery servicing and adjustments: prior to acceptance by the purchaser, the contractor shall service and adjust each vehicle for operation. This process shall include, but not be limited to the following:
  - 1. All accessories properly adjusted
  - 2. Electrical,braking and suspension systems inspected
  - 3. Battery checked
  - 4. All lubricants checked
  - 5. Cooling system level checked
  - 6. Exterior and interior cleaned and washed
  - 7. A 60-day Temporary Tag must be delivered with each vehicle.
  - 8. Must be aligned upon delivery and proper verification provided.
  - 9. Each vehicle should be delivered with four (4) sets of keys.
  - 10. All vehicles ordered on same purchase order should be keyed alike. Exception may be made if ignition keys contain an electronic chip.

## **SECTION 2: LEGAL REQUIREMENTS**

Pre-Award and Post-Delivery Audit: The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- A. Buy America: Contractor must certify that the vehicle meets FTA Buy America requirements as specified in 49 CFR parts 661. If the proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. Specifications: Contractor must certify that the vehicle meets or exceeds these specifications and must obtain approval of exceptions prior to submitting proposals. As a courtesy, here is the link to more information on the Buy America requirements:  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=49%3A7.1.2.1.18>
- B. ADA: Contractor must certify that the vehicle and related equipment meets or exceeds ADA Accessibility Specifications as published in 49 CFR Parts 27, 37 and 38 as they apply to this proposal. In the event that any of the attached specifications deviate from ADA accessibility specifications, the specifications of the higher standard will apply.
- C. The vehicles shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the

Environmental Protection Agency (EPA) regulations in effect at the date of manufacture and the Manufacturer shall so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements of 49 U.S.C. 5323(e). The bus shall comply with all federal, state, and local regulations including the Altoona test certification requirements. The vehicle shall also comply with all standards of the Americans with Disabilities Act (ADA) and its implementing regulations in effect at the date of manufacture.

In the event of any conflict between the requirements of this Specification and any applicable legal requirements, then the legal requirements shall prevail.

- D. **ALTOONA BUS TESTING:** Vendors that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 4-year/100,000 mile service life to CFR 49 part 665. Final test report (hardcopy and electronic version on CD) shall be submitted with the proposal. Altoona test must be completed and a satisfactory test report provided to the County prior to final acceptance of the first vehicle by the County. Failure to comply with this requirement will result in nullification of conditional award. Vendors may not offer buses using the FTA's demonstrator/prototype model Altoona test exemption provision for five (5) or less vehicles for sale under this contract. Prior to acceptance of first vehicle, the structure of the bus shall have undergone appropriate structural testing and/or analysis, including FTA required Altoona testing, to ensure adequacy of design for the urban transit service. Any items that required repeat repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure any and all such failures will not occur shall be submitted to the County.

### **SECTION 3: VEHICLE CLASS AND OVERALL DIMENSIONS**

#### **Type 1– ADA Full Size Van**

##### **WHEELBASE 148” - Seating for 4/2, 6/1, or 12/0 plus driver**

ADA Compliant Full Size Passenger Van (Ford Transit or approved equal)

Quantity of 5-10

- A. **Body Specifications:** All metal components that are added shall be welded by qualified operators and made corrosion resistant through a commercial primer application or the use of stainless steel material.
1. **Interior Height:** Minimum clearance of 67” at the vehicle center of the interior roof.
  2. **Paint:** The basic vehicle factory color shall be OEM standard white, with other available OEM factory colors optional upon request.

- B. Capacity:** This full size or XL van shall be capable of transporting a minimum of four (4) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle is convertible to at least six (6) ambulatory passengers, plus the driver, with (2) passenger fold down jump seat (Freedman Seating or equivalent). This van shall be ADA compliant without modification to meet minimum ADA door opening height requirement (56”).
- C. Chassis:** The model shall be a 2017 or newer Ford Transit or approved equal. Chassis must be equipped with (SER) Load Leveling and Height Control.
1. **Engine:** 3.5 L (Ecoboost) or 3.7L, V-6, gasoline engine with electronic fuel injection.
  2. **Stereo:** Stereo shall be OEM AM/FM stereo with CD and factory installed speakers.
  3. **Transmission:** 6-speed automatic, electronically controlled with overdrive
  4. **Radiator and Cooling system:** OEM Standard, with coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water.
  5. **Brakes:** The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System. Parking Brake: The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.
  6. **Tilt Wheel, Cruise control and Power Steering:** The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.
  7. **Wheelbase:** The van shall have a 148” minimum wheelbase.
  8. **GVWR:** The chassis shall offer a minimum GVWR of 10,360 lbs. The vehicle as converted shall not exceed the OEM chassis GVWR with 6 passengers.
- D. Control Interlock:** The lift door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the right side slide door is ajar.
- F. Doors:**
1. **Passenger Doors and Stepwells:** The van shall have standard OEM driver and passenger front doors; one manual sliding passenger side door (extended to floor level), and one manual mobility aid accessible rear door. The rear mobility aid accessible entry door shall offer a minimum opening height of 56”, a minimum usable ramp width of 30”, and a maximum of 12” floor-to-ground height
  2. **Door Locks:** Power with child-protection door locks for rear doors.
  3. **Rear Door Emergency Exit:** The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle, capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.
- G. Electrical:** Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color-coded to match the OEM. All harnesses that are

modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps, or adhesive tape, etc. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

1. **Battery:** Vehicle shall have the heaviest-duty available factory installed battery. Battery cables and connectors shall be OEM (600 cca, 12 volt maintenance free).
2. **Alternator:** Alternator shall be factory installed, heaviest duty available (220 amp minimum).
3. **Farebox:** Vehicle shall be provided with wiring for possible addition of a farebox at a later date. Wiring for fare box circuit shall be two (2) No. 14 insulated wires in vinyl tubing, one energized by the dash instrument lights with protective circuit breaker and the other to ground. The County is currently using Diamond XV Rectangular Fare boxes.
4. **Wiring Harness:** USB compatible wiring harness capable of connecting to any number of various wiring tips should be terminated near farebox location to provide for installation of RAM mounts and connectivity to tablets upon delivery.

**H. Exhaust:** The exhaust system shall be stainless steel.

**I. Flooring:**

1. **Sub Floor:** Altro Transflor 3/8" sound damping and heat transfer insulation or equivalent.
2. **Floor Covering Material:** 2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring should also possess anti-skid properties (Altro Transflor Meta series or approved equal).
3. **Floor Assembly:** The lowered floor skin shall be constructed of 11 ga. steel. The frame rails shall be made of 11 ga, 2 x 3 rectangular tubing; the floor shall be reinforced with 11 ga. formed channel cross ribs. The use of any type of plywood material in the sub floor will not be accepted. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

**J. Fuel Tank:** Fuel tank shall be OEM with OEM capacity of (25) gallons minimum. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

**K. Front and Rear Heating and Air Conditioning:** An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM clamps,

to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.

**L. Grab Handles:** Grab handles shall be installed, OEM are acceptable. All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

**M. Interior Lighting:** Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or side doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

**N. License Plates:** All brackets, bolts, nuts and miscellaneous fasteners for attaching front and rear license plates to the vehicles shall be provided by the successful Vendor. Front and rear license plates holders must be mounted/bracketed to safety bumper by vendor prior to delivery to the County. License plate holders for the rear are to be illuminated by LED lights.

**O. Line Protection:** All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited.

**P. Interior Panels:** All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be gray. All interior panels shall meet FMVSS 302.

**Q. Mobility Aides:**

- 1. Occupant Restraint Systems:** Each vehicle shall be equipped with one (1) Q'Straint "M" series or equivalent forward facing mobility aid securement and occupant restraint system. The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards.

2. **Lift:** The vehicle shall be equipped with an electro-hydraulic mobility access lift which stows through the rear doors. The installed lift shall not obstruct the view of the driver through any vehicle window. The lift shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The lift surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The lift shall have a rated capacity of 800 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the lift shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the lift edge.

**R. Sealant, Rustproofing, and Undercoating:** All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

**S. Seats: All seats shall be OEM vinyl and the County will have the option to choose specific colors at the time when each order is placed.**

1. **Front Seats:** The front passenger seat shall be OEM, matching the driver's seat.
2. **Rear Seat:** The rearmost passenger seats shall be foldaway seats storable for wheelchair transport.
3. **Passenger Restraint:** Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards. A minimum of two (2) seat belt extenders shall be provided with each vehicle.

**T. Suspension:** The rear suspension shall incorporate a hydraulic suspension system capable of providing load leveling and height control to meet ADA requirements and for improved ground clearance. Spacers may be added to front and new coil spring added to rear suspension to maintain ground clearance and ADA requirements; otherwise rear suspension shall be retained as supplied by OEM chassis manufacturer with minimal modifications. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded with 1100 lbs. maximum. Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service. Front and rear suspension systems shall be the heaviest duty OEM equipment available. Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics. The vehicle shall be tested to FMVSS 126 Electronic Stability Control Test.



- U. **Wheels:** The van shall be equipped with five (5) Stamped Steel wheels with Painted Bolt-on Wheel Covers, 16" minimum, and an OEM full size spare. Tires shall be steel belted radials, as provided by the OEM for the chassis specified. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

## SECTION 4. PAINTING, DECALS, AND MONOGRAMS

- A. All vehicles shall be painted Fleet Standard White.
- B. All signs required by State and federal law regarding safety and operating procedures shall be affixed to each vehicle exterior and interior. Interior and exterior signs may be decals. Manufacturer shall place two international symbols of accessibility, at least 15.24-cm (6") square, to be placed, by the manufacturer, on the vehicle in concurrence with ADA regulations. Decals must be 3M premium grade vinyl or equivalent. Final placement to be approved by County with each model.

**Interior:**

- NO SMOKING – 2
- WATCH YOUR STEP – 2
- FIRE EXTINGUISHER – 1
- Do Not Stand Forward of the Yellow Line - 2
- No Smoking, Eating, Drinking – 2
- Please Remain Seated While Bus is in Motion - 2
- Priority Seating Signs and other required notices as required by the ADA - 1
- Law Prohibits the Operation of this Vehicle While Anyone is Standing in FRONT of the Yellow Line – 1
- NOTICE: Security Cameras and Audio Recording in Use

**Exterior:**

- Caution – Children May Be Exiting – 1
- Safety Decals – to include necessary warnings and precautions for emergency exits, steps, wheelchair lift, etc.

## SECTION 5. REQUIRED EQUIPMENT

*The following items should be included in the pricing for each van as they are the standards currently deployed for onboard equipment.*

- A. **Security/Surveillance Camera System:** Provide Camera System, priced per system as defined below or approved equal. Seon vMax 8 system with software management for all the hardware. 4 camera system which includes the 4 cameras, DVR, and security housing for the system in the bus (i.e. a locked compartment for the DVR). Exact positioning inside vehicle to be approved by the County before installation.

The County's current bus security camera system consists of these pieces of equipment:

1. Seon DVR: TX-8
  2. Seon Wireless Bridge: BA-032-0192
  3. Seon Hard drive for DVR: TX-H640
  4. Dash Camera Non-infrared: BA-CJ803A20
  5. Three (3) Interior Cameras w/ infrared: BA-CQ803A20
1. The first camera mounted on the ceiling near the front pointed towards the passenger's area. This camera should also include the fare box.
  2. The second camera will need to be mounted on or near the back wall to catch a view of the vehicle interior pointing forward.
  3. Dash mounted forward facing down the road.
  4. Passenger side behind entrance door looking at the farebox and driver compartment area.

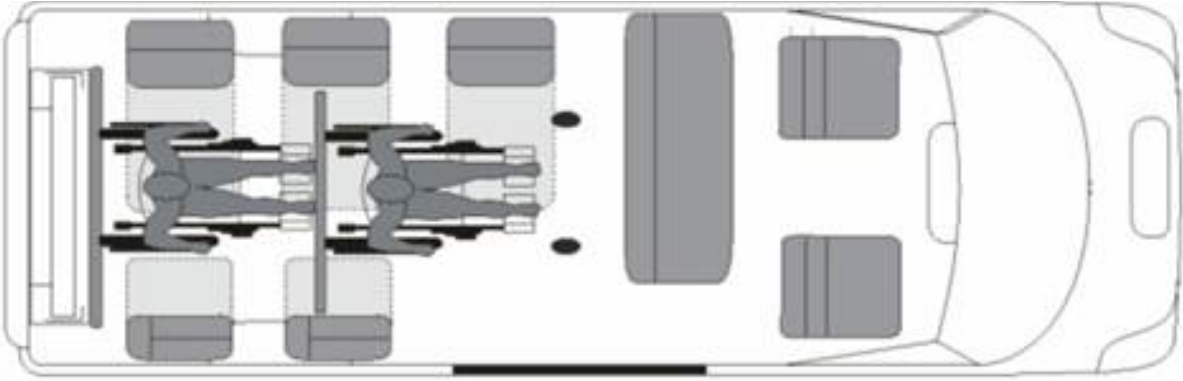
**B. Emergency Equipment:** The vehicle shall be equipped with a DOT Package.

- a. A minimum five (5) pound dry powder type fire extinguisher, with gauge and hose, U.L. approval shall be provided. A bracket to securely hold fire extinguisher inside of vehicle shall be provided and vendor shall mount this bracket to a location in the vehicle. Type of bracket used and location shall be approved by the County prior to installation.
- b. A three (3) triangle reflector kit shall be provided and securely mounted in an easily accessible location. Location shall be approved by the County prior to installation.
- c. At minimum, a sixteen (16) unit first aid kit, shall be provided and securely mounted in an easily accessible location. Location shall be approved by the County prior to installation.
- d. Body Fluid Cleanup Kit shall be provided and securely mounted (location shall be approved by the County prior to installation) to include at a minimum:
  1. One (1) pair of Latex gloves,
  2. One (1) package of absorbent powder,
  3. One (1) package of antiseptic BZK towelettes,
  4. One (1) bag 24"x 24" Bio-Hazard white w/tie,
  5. One (1) bag plastic brown w/tie,
  6. Certi-Green surface cleaner towelette,
  7. Face mask,
  8. Infection control,
  9. One (1) SBB-2 scoop bag w/handle scraper,
  10. Two (2) towels and
  11. Paper crepe.
- e. All vehicles shall come equipped with, and have containers for:
  1. Seat belt cutter, secured by Velcro in a location chosen and approved by the County.
  2. Working flashlight

3. Reflective vest
4. Chock blocks (2)

## VAN SEATING

Type 1



**EXHIBIT I: ADA Passenger Van, TYPE 1**

Delivery Time: \_\_\_\_\_

Item No.	Item Description	Unit Price	Quantity Discount	Total Price
1	Passenger Van: Seating 4/2, 6/1, or 12/0 plus driver; Ford Transit or approved equal			
2	Emergency Kit: DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit)			
3	Security/Surveillance Camera System: Seon DVR: TX-8 or approved equal			
4	Security/Surveillance Camera System: Seon Wireless Bridge: BA-032-0192 or approved equal			
5	Security/Surveillance Camera System: Seon Hard-Drive for DVR: TX-H640 or approved equal			
6	Security/Surveillance Camera System: Dash Camera Non-Infrared: BA-CJ803A20 or approved equal			
7	Security/Surveillance Camera System: Three (3) Interior Cameras Infrared: BA-CQ803A20 or approved equal			
8	Mobility Lift			
9	Wheelchair Securement System			
<b>GRAND TOTAL PER VEHICLE</b>				

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Company Name\_\_\_\_\_  
Name and Title (Print)\_\_\_\_\_  
Date

## ATTACHMENT A

### WARRANTY CERTIFICATION

The name and address of the Texas servicing dealer nearest the FOB point that will perform the warranty work for the chassis:

FIRM NAME	
FIRM ADDRESS	
FIRM TELEPHONE	
PRINT BIDDER'S NAME	BIDDER'S SIGNATURE
NAME OF INDIVIDUAL TO CONTACT FOR WARRANTY	

The agency may contact the vendor below for assistance in warranty administration.

FIRM NAME OF BIDDER
ADDRESS
TELEPHONE
BIDDER'S SIGNATURE
PRINT BIDDER'S NAME
DATE

## ATTACHMENT B

### TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH 49 CFR PART 26.49

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to propose, the following certification must be completed and submitted with the RFP along **with a current copy of the manufacturer's TVM DBE Goal Concurrence/Certification Letter from FTA.**

#### TRANSIT VEHICLE MANUFACTURER CERTIFICATION

\_\_\_\_\_, a TVM, hereby certifies that it has complied with  
(Name of Manufacturer)

the requirements of 49 CFR Part 26.49 by submitting a current DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_, October 1, \_\_\_\_ to September 30, \_\_\_\_ and have been approved or not disapproved by FTA.

OR

\_\_\_\_\_, hereby certifies that the Manufacturer of the transit vehicle to  
(Name of Dealer/Distributor)

be supplied, \_\_\_\_\_, has complied with the above-referenced  
(Name of Manufacturer)

requirement of 49 CFR Part 26.49.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT C

### PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS CERTIFICATION

Pre-Award and Post-Delivery Audit Requirements - The Proposer agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Proposer shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (Attachment D)
2. Solicitation Specification Requirements: The Proposer shall submit evidence that it will be capable of meeting the RFP specifications. (Attachment E)
3. Federal Motor Vehicle Safety Standards (FMVSS): The Proposer shall submit 1) manufacturer's FMVSS self-certification that the vehicle(s) comply with all applicable FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations. (Attachment F)

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_



## ATTACHMENT D

### **CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations at 49 C.F.R. Part 661.11.

The Proposer **must submit with this** RFP documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**OR**

### **CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT E

### PROPOSER SELF CERTIFICATION

- 1.) The Proposer certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
- 2.) The Proposer certifies that it has read all of the RFP, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service\_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT F

### FMVSS (FEDERAL MOTOR VEHICLE SAFETY STANDARDS) CERTIFICATION

All vehicles provided by the vendor must comply with all applicable FMVSS. The Proposer shall submit with this RFP:

- 1) Manufacturer's self-certification that the vehicle(s) will comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for each proposed vehicle model

***or***

- 2) Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT G

### CERTIFICATION REGARDING LOBBYING

The Proposer certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE \_\_\_\_\_ COMPANY \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ DATE \_\_\_\_\_

## ATTACHMENT H

### CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its RFP or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_ (agency name). If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to \_\_\_\_\_ (agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## ATTACHMENT I

### CERTIFICATE OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The Proposer certifies that the vehicle(s) offered in this procurement comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. \_\_\_\_ The vehicles offered have been tested in accordance with 49 CFR Part 665.  
The vehicles being sold should have the identical configuration and major components as the vehicle in the test report(s), which must be submitted with this RFP. If the configuration or components are not identical, the manufacturer shall provide with its RFP a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. \_\_\_\_ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle .
3. \_\_\_\_ The vehicles offered have been "grandfathered" (has been used in mass transit service in the United States before October 1, 1998, and is currently being produced without a major change in configuration or components), and submits with the RFP the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Proposer 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 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.

Funds will not be released until the purchasing agency gets a copy of the bus test (Altoona) reports, as appropriate, per 49 CFR 665.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT J**

**Texas Department of Transportation Form PTN-130  
Consolidated Certification Form**



## Consolidated Certification Form

Form PTN-130  
(Rev. 01/17)  
Page 1 of 7

### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo 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).

#### E. Energy Conservation (ALL)

The vendor 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.

#### F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor 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 Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 100K)

(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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

#### **I. Civil Rights (over 10K)**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.



(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

**J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)**

The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

**K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

**L. Right of the State Government to Terminate (ALL)**

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

**a. Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

**b. Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

**c. Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

**d. FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

**e. Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

**f. Agency Process.**

Transit agency enters dispute resolution process here.



N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor 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. The vendor 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. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

1) 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 any officer or employee of an agency, a member of Congress, an officer or employee 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.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this 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.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients 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 section 1352, title 31, USC. 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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature



**U. CERTIFICATION TO PURCHASER:**

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information		Type of Organization (circle)
		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input type="checkbox"/> (no)		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type?		<input type="checkbox"/> Limited Proprietorship

**U. Disadvantaged Business Enterprises (DBE) Certification**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: \_\_\_\_\_

**V. Altoona Test Certification (for rolling stock purchases) (Check one of the following):**

- ☐ The vehicle has been Altoona tested, report number: \_\_\_\_\_
- ☐ The vehicle is exempt from testing IAW 49 CFR 665.
- ☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

**W. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**FMVSS Certification**

Name of Company	Printed Name of Person Completing Form
Date	Signature

X. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- ☐ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- ☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

- A. Construction or Architectural & Engineering Projects ☐
- B. Transit Operations or Management Projects ☐
- C. Intelligent Transportation System or Research & Development ☐

## ATTACHMENT K

### Request for Change or Approved Equal

Please submit a separate form for each request for change/approved equal.

PROPOSER#:	DATE:
PROPOSER:	PHONE: (       )
PROPOSER SECTION / PAGE#:	
CHANGE REQUESTED:	
<div><b>AGENCY RESPONSE</b></div> <div>Reviewed By: _____ Date: _____</div> <div>Approved <input type="checkbox"/> Denied <input type="checkbox"/> See Comment Below <input type="checkbox"/></div> <div>COMMENT:</div>	

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9. **Transit Van Agreement 18-072**, Page 76/303

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

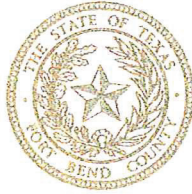
(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]



***Fort Bend County Specification Download Acknowledgment***



***Request for Proposals***

***Term Contract for Purchase of 5-15 Transit Vans for Fort Bend  
County Public Transportation RFP 17-044***

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Creative Bus Sale, Inc.

Legal Name of Contracting Company

Marcus Hoffman, Procurement Manager

Contact Person

4955 W. Northgate Drive, Irving, TX 75062

Complete Mailing Address

800-326-2877

Telephone Number

469-333-8918

Facsimile Number

marcush@creativebussales.com

Email Address

A handwritten signature in blue ink, appearing to read "Marcus Hoffman", is written over a horizontal line.

Signature

5/21/2018

Date



Creative Bus Sales

### **Executive Summary**

**Bid Number: RFP 18-072**

**Bid Title: Purchase of 5-15 Transit Vans**

**Bid Due Date: May 22nd at 2:00PM Central**

Bid Review Committee,

First on behalf of Creative Bus Sales, I'd like to thank you for the opportunity to submit a proposal in regard to your solicitation.

Our understanding of the scope of work pertaining to this RFP is to provide Fort Bend County proposals for the manufacture and delivery of transit vans and in accordance with the terms and conditions set forth in this solicitation, meeting all Specifications and FMVSS laws. The resulting contract will be for between 5 and up to 15 transit vans.

Creative Bus Sales is the largest bus dealer in the nation, with that comes many years of experience, satisfied customer service, and support throughout the country. Our company strives to keep transit moving in America by representing reputable products that meet the end users' needs. The document "Letter of Qualifications", gives a better background of Creative Bus Sales and the key personnel that are responsible to service the contract. Creative Bus Sales brings 30+ years of experience serving as a dealer to various transit agencies across America and Canada. That many years of knowledge and experience will not only make your purchasing experience great but will also make you comfortable to know that our company will be here the entire vehicle life cycle insuring you always have service and parts.

Our company holds various transit contracts throughout the country. Creative Bus Sales staff prides themselves in maintaining and renewing contracts with their customers for years upon years. Contracts such as CalAct, ADOT, RPTA-Valley Metro, Orange County Transit, RTC-Reno to name a few are major multi-vehicle contracts that Creative Bus Sales has had the pleasure to be a part of for nearly 10-20 consecutive years. Our ability to make ordering, owning, and operating a fleet is what we believe keeps our customers returning.

Creative Bus Sales has the ability to provide new vehicles faster from the time of order than any other dealer and the guarantee that what you ordered comes as requested ready to roll into your fleets operations. Each vehicle ordered goes through a rigorous Pre-Delivery Inspection from Creative Bus's ASE Certified technicians to insure the manufacture built the vehicle according to specifications and FMVSS. All of the vehicles we deliver come with a FMVSS Annual Safety Inspection. Our PDI process is another level of insurance from us making sure your vehicle is ready for service.

**Creative Bus Sales • 800.326.2877 • [CreativeBusSales.com](http://CreativeBusSales.com)**

California • Arizona • Colorado • Florida • Indiana • Nevada • New Mexico • Oklahoma • Oregon • Texas • Washington

Transit Van Agreement 18-072 , Page80/303

**CREATIVE BUS SALES**





## Creative Bus Sales

After the vehicles are accepted and in revenue service there will come a time when our service and warranty department are needed to correct mechanical issues that arise with all vehicles. Creative Bus Sales has a dedicated service and warranty administrator set aside for each customer and is an expert with the respective manufacture we offer. Our service and warranty administrator creates the relationships necessary with the end user of the product to insure that their needs are met, keeping the vehicles rolling. Many operators of transit vehicles can perform their own warranty work and wish to do so. Our staff works with them to make this possible and the end user reimbursement for their time to do so. For those agency's that are not capable or have the means necessary to carry out warranty or service work our staff creates relationships with local shops and OEM manufactures in the areas to complete all warranty or service work needed. Creative Bus Sales prefers to keep everything as local as we can to the end user, making it easier for the end user to get the vehicle repaired and back in to revenue service.

Along with our service and warranty side of Creative Bus Sales is the largest transit bus parts department in the nation. At any given time we have \$3 million in parts in our warehouses to insure fast easy delivery to our vehicle owners. Many parts can arrive next day, most in as little as 2-3 days from the time of order.

When it is time to order vehicles we have a system in place that works well with other customers and we will make it integrate into your requirements to issue a purchase order. Our contract administrator will establish base vehicle templates with the vehicles specifications, floorplan, and base prices that were bid. There will also be a catalog of available additional equipment that can be added or deleted. The use of this system has helped us manage major contracts making sure all parties receive what was ordered and at a published price. Our staff inner office manages tabulation spreadsheets with the State Departments to track vehicle orders from the start of the process to the close of an invoice once payment is received. This insures that no vehicle orders are lost and unaccounted for, plus gives tracking to when certain steps have been completed.

Creative Bus Sales hopes to be able to bring these few qualities to Fort Bend County Public Transportation and many more qualities that we have to offer. We look forward to the opportunity to work together on the project.

Thanks,

Marcus Hoffman

Procurement Manager

800-862-5478

[MarcusH@creativebussales.com](mailto:MarcusH@creativebussales.com)

Creative Bus Sales • 800.326.2877 • [CreativeBusSales.com](http://CreativeBusSales.com)

California • Arizona • Colorado • Florida • Indiana • Nevada • New Mexico • Oklahoma • Oregon • Texas • Washington


Transit Van Agreement 18-072, Page81/303

CREATIVE BUS SALES

## EXHIBIT I: ADA Passenger Van, TYPE 1

Delivery Time: 90 -120 Days

Item No.	Item Description	Unit Price	Quantity Discount	Total Price
1	Passenger Van: Seating 4/2, 6/1, or 12/0 plus driver; Ford Transit or approved equal	\$46,797.00		\$46,797.00
2	Emergency Kit: DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit)	\$250.00		\$250.00
3	Security/Surveillance Camera System: Seon DVR: TX-8 or approved equal	\$1,900.00		\$1,900.00
4	Security/Surveillance Camera System: Seon Wireless Bridge: BA-032-0192 or approved equal	\$450.00		\$450.00
5	Security/Surveillance Camera System: Seon Hard-Drive for DVR: TX-H640 or approved equal	Inc.		Inc.
6	Security/Surveillance Camera System: Dash Camera Non-Infrared: BA-CJ803A20 or approved equal	\$95.00		\$95.00
7	Security/Surveillance Camera System: Three (3) Interior Cameras Infrared: BA-CQ803A20 or approved equal	\$950.00		\$950.00
8	Mobility Lift	\$5,250.00		\$5,250.00
9	Wheelchair Securement System	\$875.00		\$875.00
GRAND TOTAL PER VEHICLE				\$56,567.00


 Authorized Signature

Marcus Hoffman, Bid Manager  
 Name and Title (Print)

Creative Bus Sales, Inc.  
 Company Name

5/24/18  
 Date



## EXHIBIT I: ADA Passenger Van, TYPE 1

Delivery Time: 90 -120 Days

Item No.	Item Description	Unit Price	Quantity Discount	Total Price
1	Passenger Van: Seating 4/2, 6/1, or 12/0 plus driver; Ford Transit or approved equal	\$48,573.00		\$48,573.00
2	Emergency Kit: DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit)	\$250.00		\$250.00
3	Security/Surveillance Camera System: Seon DVR: TX-8 or approved equal	\$1,900.00		\$1,900.00
4	Security/Surveillance Camera System: Seon Wireless Bridge: BA-032-0192 or approved equal	\$450.00		\$450.00
5	Security/Surveillance Camera System: Seon Hard-Drive for DVR: TX-H640 or approved equal	Inc.		Inc.
6	Security/Surveillance Camera System: Dash Camera Non-Infrared: BA-CJ803A20 or approved equal	\$95.00		\$95.00
7	Security/Surveillance Camera System: Three (3) Interior Cameras Infrared: BA-CQ803A20 or approved equal	\$950.00		\$950.00
8	Mobility Lift	\$3,665.00		\$3,665.00
9	Wheelchair Securement System	\$1,380.00		\$1,380.00
GRAND TOTAL PER VEHICLE				\$57,263.00


 Authorized Signature

 Marcus Hoffman, Bid Manager  
 Name and Title (Print)

 Creative Bus Sales, Inc.  
 Company Name

 5/24/18  
 Date

\*Bid price above reflects Ford E-350 6.8L chassis with a StarTrans Candidate bus body.

\*Option Price: \$(729.00) Credit to change chassis to Ford Transit Cutaway 3500 on a StarTrans Candidate bus body.





Texas Department  
of Motor Vehicles  
MOTOR VEHICLE DIVISION

CREATIVE BUS SALES, INC.  
13501 BENSON AVE  
CHINO, CA 91710-5232

### FRANCHISED MOTOR VEHICLE DEALER

FRANCHISE NO: A134148

GENERAL DISTINGUISHING NO: P118245 Motor Vehicle Dealer

EXPIRES: 06/30/2018

PHYSICAL LOCATION:  
3880 VALLEY VIEW LN  
IRVING, TX 75062-2418

### THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

STARCRAFT BUS & MOBILITY-BS, CHALLENGER-BS, CRUSADER-BS, CTS FE-BS, CTS RE-BS, DEFENDER-BS, GENERAL COACH-BS, SENATOR-BS, SENATOR HD-BS, CANDIDATE-BS,  
SENATOR II-BS, CANDIDATE II-BS, HOMETOWN TROLLEY-BS, MV-I-AA, MERIDIAN-BS, ELKHART COACH-BS, EC II-BS

### ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS  
TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS  
DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Daniel Avitia***

Daniel Avitia, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE  
PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

MOTOR VEHICLE DIVISION  
P.O. BOX 26487 • AUSTIN, TEXAS 78755  
(888) 368-4689 or (512) 465-3000  
FAX (512) 465-4190

August 12, 2016

Dear Sir/Madam:

This is to verify that Franchise License Number A134148 and General Distinguishing Numbers(s) (GDN) P118245 are current and issued to the dealer listed below:

**Creative Bus Sales, Inc.**

**3880 Valley View Ln,  
Irving, TX 75062-2418**

**License Expiration Date: 06/30/2018**

**Vehicle Lines:**

**STARCRAFT BUS & MOBILITY - BS, Challenger - BS, Crusader - BS, CTS FE - BS, CTS RE - BS, Defender - BS, General Coach - BS, Senator - BS, Senator HD - BS, Candidate - BS, Senator II - BS, Candidate II - BS, Hometown Trolley - BS, MV-1 - AA, Meridian - BS, ELKHART COACH - BS, EC II - BS**

Sincerely,

*Lori Carr*

Motor Vehicle Division





## **DEBARMENT & SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)**

(to be submitted with a Bid or Offer exceeding the small purchase threshold for federal assistance programs, currently \$100,000)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party Contract), certifies to be the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.  
[If the Primary Participant (applicant for an FTA federal grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

The Primary Participant (applicant for an FTA federal grant, or cooperative agreement, or Potential Contractor for a major third party Contract), 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. § 3801 ET SEQ. are applicable thereto.

The undersigned for TransitWorks (Contractor) hereby certifies that TransitWorks has authority under State and local law to comply with the subject assurances and the certification above has been legally made.

Signed: \_\_\_\_\_

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/11/2018**



## LOBBYING CERTIFICATION PURSUANT TO 49 CFR, PART 20

(to be submitted WITH A Bid or Offer exceeding \$100,000)


The undersigned (Contractor) certifies, to the best of its knowledge and belief, that

1. 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 a 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.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 10995 (P.L. 104-65, to be condified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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.

[Note: Pursuant to 31 U.S.C., 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure].

The Bidder or Offeror, TransitWorks, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder or Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 ET SEQ. apply to this certification and disclosure, if any.

Signed: 

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/11/2018**

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281

1090 West Wilbeth Road, Akron, OH 44314 • [www.Transit-Works.com](http://www.Transit-Works.com)



## **BUY AMERICA CERTIFICATE**

**TransitWorks hereby certifies we will comply with the requirements of the Surface Transportation Assistance Act of 1982 and the regulations of 49 CFR 661, Part 661.11.**

**Signed:** 

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/11/2018**



## **FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

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

**Signed:** Kenneth H. Richards

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/11/2018**



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

September 21, 2017

Cindy Poinar  
Transit Works  
1090 W. Wilbeth Rd.  
Akron, OH 44314

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2018

Dear Ms. Poinar:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Transit Works' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2018 for the period of October 1, 2017–September 30, 2018. 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 FY 2018 DBE goal and determined that it is compliant with DOT's DBE regulations. You are 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 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 2018 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, 2017. This report should reflect all FTA-funded contracting activity for the second period of FY 2017 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2019 DBE goal methodology must be submitted to FTA by August 1, 2018. Any updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at [FTATTMSubmissions@dot.gov](mailto:FTATTMSubmissions@dot.gov).

Sincerely,

  
John Day  
Program Manager for Policy and Technical Assistance  
Office of Civil Rights



# Buy America Pre Award for 18-072

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
ADD-TRAN INSERT	Ford Transit License Plate Ins	Auto Dealer Desings	U. S.	Akron, OH	100%	0%	0.01%	0.00%
ADD-TRANFRAME	Ford Transit Frame Bracket	Auto Dealer Desings	U. S.	Akron, OH	100%	0%	0.01%	0.00%
ALT-ASFTFCR2272	BLACK CHROMA PHANTOM 2.2MM	Compass Flooring	Foreign	United Kingdom	0%	100%	0.00%	2.74%
AMFA-2002B9390	AMFA FLOOR POCKET	AMF Bruns of America	Foreign	Neatherlands	0%	100%	0.00%	0.19%
AMZ-BLDBORNEKIT	Bloodborne Pathogen Kit	Bus Parts Warhouse	U. S.	Buffalo, NY	95%	5%	0.18%	0.00%
BPW-SB23	NO SMOKING Decal, Red on white	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.03%	0.00%
BRA-400536KS	Rear install kit for Transit	Braun Ability	U. S.	Winamac, IN	100%	0%	1.79%	0.00%
CLEANSUPPLY	Cleaning Products for Detail o	Dove	U. S.	Houston, TX	100%	0%	0.16%	0.00%
COR-95-03-005	Triangle Reflector Kit	Darling Fire and Safety	U. S.	Franklin Park, IL	100%	0%	0.18%	0.00%
CRL-44NC	Black CRL Neutral Cure Automot	CR Laurence	U. S.	Los Angles, CA	100%	0%	0.07%	0.00%
CUT-OVHDHT HR	Overhead height decals- 9' 1"	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.02%	0.00%
CUT-TRANEXTRASP	Ford Transit Extra Space Decal	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.02%	0.00%
CUT-TRANWARRANT	Ford Transit warranty Decal	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.01%	0.00%
CUT-TRW LOGO	TransitWorks Logo	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.01%	0.00%
CUT-WARCARD	Warranty Service Card	Cutting Edge Signs	U. S.	Twinsburgh, 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%	0.33%
DFS-90754	71 PIECE FIRST AID KIT CLASS A	Darling Fire and Safety	U. S.	Vancouver, WA	63%	37%	0.16%	0.00%
ELECT SUPPLIES	All electrical supplies for lin	Endries International	Foreign	Mexico	0%	100%	0.00%	1.94%
EWB-8267-15	Rear door harness for prewire	Winar Connections	U. S.	Richfield, OH	95%	5%	0.16%	0.00%
FASTENERS	All Fasteners for installation	Endries International	Foreign	China	0%	100%	0.00%	2.16%
FE753NA055-04-N	Omni L Track Flange 55" With H	Q'Straint	U. S.	Ft. Lauderdale, FL	61%	39%	0.83%	0.00%
FR-27085	8" Belt Extension	Freedman Seating	Foreign	China	0%	100%	0.00%	1.48%
FR-47226-1N	Rigid Seat Tile	Freedman Seating	U. S.	Chicago, IL	100%	0%	0.35%	0.00%
FR-49520-1N	No Drill Zone Rigid Tile	Freedman Seating	U. S.	Chicago, IL	100%	0%	0.40%	0.00%
FR-I01B00N000S0	Single-3PT 16" Mid-High SS	Freedman Seating	U. S.	Chicago, IL	85%	15%	2.41%	0.00%
FR-I02B00N000S0	Double-3PT 16" Mid-High SS	Freedman Seating	U. S.	Chicago, IL	85%	15%	3.24%	0.00%
GEA-EMEXDEC	Emergency Exit Decal	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.03%	0.00%
GRAF-TIREPRESS	tire pressure decal	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.01%	0.00%
GRAF-TPOVERLAY	tire pressure overlay	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.00%	0.00%
GRAF-WCLIFTOPER	Wheelchair Lift Operation Deca	Cutting Edge Signs	U. S.	Twinsburgh, OH	100%	0%	0.03%	0.00%
INPOW-ITM129T	Transit Rear and Side Door Int	Inpower Direct	U. S.	Lewis Center, OH	73%	27%	0.97%	0.00%
LAV-509-C	Grommet for floor pass thru	Lavature Products	Foreign	China	0%	100%	0.00%	0.00%
LOOM	All Loom for Wiring	Endries International	Foreign	Canada	0%	100%	0.00%	0.22%
MBW-20363-018	JUMBO UPPER RESTRAINT	AMF Bruns of America	Foreign	Neatherlands	0%	100%	0.00%	1.41%
MBW-20372-001	LWB EL PLYWOOD FLOOR REAR	Laminate Works	U. S.	Kansas City, KS	100%	0%	0.77%	0.00%
MBW-20372-002	LWB EL PLYWOOD FLOOR WHEELWELL	Laminate Works	U. S.	Kansas City, KS	100%	0%	1.35%	0.00%
MBW-20402-003	Breaker cover	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.09%	0.00%
MBW-50039-003	Orange Crush Tube 5"	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.17%	0.00%
MBW-50045-004	10 GA SHIM PLT For Lift Instal	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.25%	0.00%
MBW-50048-001	LWB.FWD, DR SIDE STEEL	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	-1.66%	0.00%
MBW-50048-002	LWB-EL, FORWARD PASSENGER SIDE	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.44%	0.00%
MBW-50048-003	LWB.SWD, PASS SIDE REAR	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.51%	0.00%
MBW-50048-006A	SUPPORT BAR .375X1.5X65	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.20%	0.00%
MBW-50048-006C	SUPPORT BAR .375X1.0X53	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.22%	0.00%
MBW-50048-006D	SUPPORT BAR .375X1.5X37	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.16%	0.00%
MBW-50048-006E	SUPPORT BAR .375X1.5X12	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.01%	0.00%
MBW-50048-006F	SUPPORT BAR .375X1.5X28	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.06%	0.00%
MBW-50048-012	LWB.SWD,DR SIDE RIGHT PANEL	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.50%	0.00%
MBW-50049-007	LWB-EL SRW REAR FL PNL	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.85%	0.00%
MBW-50050-001	Triangle Kit Mounting Bracket	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.10%	0.00%
MBW-50062-002	AWB Plywood Floor Front	Laminate Works	U. S.	Kansas City, KS	100%	0%	1.13%	0.00%
MBW-50062-003	LWB Plywood Floor Center	Laminate Works	U. S.	Kansas City, KS	100%	0%	0.83%	0.00%
MBW-50062-006	FRONT THRESHOLD	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.32%	0.00%
MBW-50062-007	SIDE THRESHOLD, 1 PIECE	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.59%	0.00%
MBW-50062-008	REAR THRESHOLD OEM WALLS	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	0.45%	0.00%
MBW-70001	55" Tapped Bar	A & E Custom Manufacturing	U. S.	Kansas City, KS	100%	0%	1.49%	0.00%
MMC-1556A54	Angle Bracket	McMaster-Carr	Foreign	China	0%	100%	0.00%	0.07%
MP-NYL1X1X15	1x1x15 NYLON FLOOR LIFT FILL	Medallion Plastics	U. S.	Elkhart, IN	100%	0%	0.50%	0.00%
MR-HY12C	Adhesive Hybond MC-5 Glue.	Medallion Plastics	U. S.	Elkhart, IN	100%	0%	0.16%	0.00%
NCL919FIBHB-2	LIFT-DPA/34X51/48FTG/IB/HB	Braun Ability	U. S.	Winamac, IN	61%	39%	28.02%	0.00%
NTEA-BLNK LBL	Blank Label to Print Altered o	National Truck Equipment Assoc.	U. S.	Dearborn, MI	100%	0%	0.02%	0.00%
PAINT/SUPPLIES	Paint and Paint Supplies	NAPA	Foreign	China	0%	100%	0.00%	0.10%
PET-M291C-BT2	Single Light 3/4" License Ligh	Petersen Manufacturing	U. S.	Grandview, MO	61%	39%	0.24%	0.00%
Q5-6410-T-40BLK	Shoulder belt with "L" track	Q'Straint	U. S.	Ft. Lauderdale, FL	61%	39%	0.27%	0.00%
QST-ML-320	Lap belt for "L" plate, attach	Q'Straint	U. S.	Ft. Lauderdale, FL	61%	39%	0.30%	0.00%
QST-Q-8101-L	QRT Deluxe Kit for L-track	Q'Straint	U. S.	Ft. Lauderdale, FL	61%	39%	2.25%	0.00%
SEON-3CAM	QTY 1	Seon	U. S.	Canada	0%	100%	0.00%	13.37%
SL-8663	End Cap For Series L Flanged T	Q'Straint	Foreign	China	0%	100%	0.00%	0.04%
SL-8705	Premium Web Cutter	Q'Straint	Foreign	China	0%	100%	0.00%	0.05%
TA-5 X 12 GRILL	5 X 12 A/C Cover Grill	Twin-Air	U. S.	Ft. Worth, TX	61%	39%	0.05%	0.00%
TEM-0575-MF-168	T5 1X1.5 ANGLE	Temple Productst	U. S.	Elkhart, IN	100%	0%	0.24%	0.00%
FR-47727-1N	Foldaway Seat Tile	Freedman Seating	U. S.	Chicago, IL	100%	0%	1.41%	0.00%
FR-I01A00E000CW	Single-3PT 17.5" GO ES Mid-Hi	Freedman Seating	U. S.	Chicago, IL	85%	15%	10.63%	0.00%
FR-I02A00E000S0	Double-3PT 17.5" GO ES Mid-Hi	Freedman Seating	U. S.	Chicago, IL	85%	15%	11.80%	0.00%
QST-Q5-7580	14" LENGTH, BLUE WEBBING LOOP	Q'Straint	Foreign	Chins	0%	100%	0.00%	0.11%

<b>Totals</b>	<b>US</b>	<b>Foreign</b>
<b>Vehicle Material Subtotal</b>	<b>75.79%</b>	<b>24.21%</b>

Final Assembly Point: Kansas City, KS

The Vehicles were Altered in Kansas City, KS to change the van from an OEM Wagon to an MPV Vehicle with aftermarket seating. Additional items such as wheelchiar lift, wheelchair tie downs, safety kits and back up alarms were also installed.

*The Leading Builder of Commercial Shuttles, Mobility Vans and Transporters*



FORD TRANSIT | RAM PROMASTER | FORD TRANSIT CONNECT

DODGE GRAND CARAVAN | TOYOTA SIENNA

SHUTTLES & TRANSPORTERS | WHEELCHAIR VANS | SMALL BUSES | CREW VANS

## ABOUT **TRANSITWORKS**

### A history of quality & leadership

TransitWorks is the country's leading builder of commercial shuttles, wheelchair accessible vans, transporters, small buses and crew vans. With over 130,000 square feet of production space at facilities in Ohio and Kansas, TransitWorks is building and shipping innovative transit vehicles throughout North America.

From its beginnings in 1997 building a few vans from one small location, TransitWorks continues to grow and now offers vehicles through a national network of nearly 200 locations. TransitWorks has been Ford's #1 mobility builder for 13 years in a row and is proud to be a certified Ford QVM Builder, a Mercedes-Benz MasterUpfitter, and an NTEA MVP member.

#### **Safety is #1**

The safety of every person who drives or rides in our vehicles comes first and foremost. That is why TransitWorks has invested hundreds of thousands of dollars in crash tests, seat pull tests, engineering and other safety testing, and continues to invest and strive to meet strict safety standards and regulations.

#### **Innovation Every Day**

Our team of engineers and builders strive to create safer, more flexible, and more cost effective vehicles for several industries. Plus our New Product Development department is constantly working on exclusive new and innovative products and vehicles which will help meet needs and solve pressing issues of our customers.

#### **Serving Businesses that Move People**

Experts in working with Fleets, Government Bids, Taxi, Wheelchair Transport, and many other industries and niches. TransitWorks' nationwide sales and service network is larger and more capable than any other in the industry.







## FULL SIZE VANS

### Ford Transit – *The Perfect Fit for Your Business*

The Ford Transit offers the flexibility to fit any business perfectly. And TransitWorks upfits the Transit in several different configurations to meet the needs of your industry and your business. Multiple lengths, roof heights, and engine choices combined with flexible seating, door options, complete safety testing and more, gives you the most choices available anywhere.

**Transporters, Shuttles, Small Buses, Ambulettes, Crew Vans**

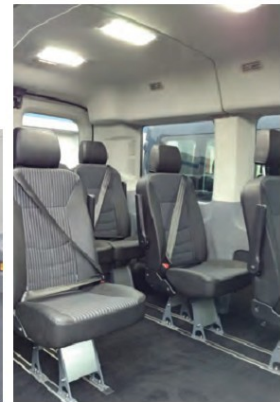


### Ford Transit Transporter

The Ford Transit Transporter with SmartFloor – exclusively from TransitWorks – gives the flexibility businesses need by offering nearly 1,000 seating configurations. The innovative SmartFloor allows quick and easy movement of seats nearly anywhere in the van.

The Ford Transit Transporter seats up to 15 including the driver, and layouts can change as needs change. From side aisle to center aisle. From student transport to executive shuttle. From transporting more passengers to having more luggage space. It's the ultimate people mover!

Fixed seating layouts, power sliding doors, bus door entry, and more options available.



**SMARTFLOOR**

## FULL SIZE VANS



### Ford Transit Ambulette

The Ford Transit Ambulette effectively meets the needs of those businesses transporting people in wheelchairs with comfort and safety.

Transit Ambulettes can be upfit with a traditional fixed seating layout, or with SmartFloor for maximum flexibility. SmartFloor allows changing of seating layouts between wheelchair transport and standard seating.

- Available on Transit 150, 350 and 350 extended
- Dozens of standard layouts available
- Available with fixed seating or movable/removable seating with SmartFloor
- Rear or Side mounted wheelchair lift available
- Layouts can hold from 1 to 4 wheelchairs
- Economical short floor package offered which features 1 wheelchair position and rear lift



### Ford Transit Small Bus

The Ford Transit Small Bus from TransitWorks gives a traditional bus door walk-in entry which saves money on upfit and fuel economy over traditional cutaways. This exclusive package creates The SMART Small Bus.

- 38" wide doorway with lighted steps is perfect for shuttle or transporter use
- 84" high door opening offers maximum clearance and more room for entry and exit than competitors units
- Remote operation allows quick and easy operation from the driver seat or even outside the vehicle to better assist passengers entering and exiting the vehicle
- Bus doors only available on Ford Transit models over 10,000 GVW
- Seats up to 15 passengers, including driver
- Rear lift available for wheelchair transport



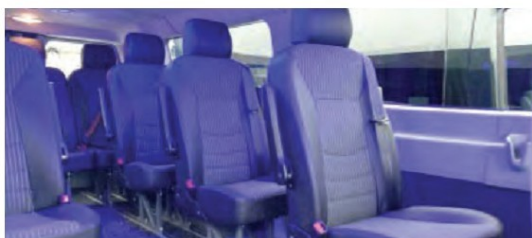


## Ford Transit Smart Shuttle

FULL SIZE **VANS**

The Ford Transit Smart Shuttle has the tech features passengers want to give them productivity on-the-go. Available tech features include Wi-Fi on board for up to 12 devices, dual USB ports at multiple seat locations, flip-down DVD player with 15" monitor and more. Plus with safety and comfort features like side steps, entrance grab bar, and backpack storage area, the Transit Smart Shuttle is the ideal choice for ride sharing, executive shuttles, student and long-distance transport.

Modular SmartFloor seating or fixed seating available to meet any needs. Available on any length or roof height of the Ford Transit.



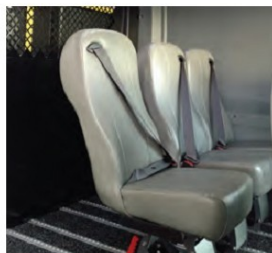
## Ford Transit Crew Vans

The TransitWorks SMARTCrew and WorkCrew Vans are designed with the features, versatility and durability to meet the demanding needs of today's businesses. Our Crew Vans feature fixed or removable second row seating for three, a metal partition, and cargo room to fit gear, tools, shelving and more.

### **The safety of passengers is first and foremost!**

Our exclusive custom walls and headliner give a finished look while providing required protection to meet the rigorous head impact requirements mandated by FMVSS 201U guidelines.

**Available on the medium and high roof Transit 250 and 350.**



## ABOUT



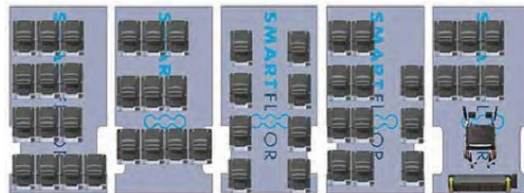
SmartFloor is a patented and innovative flooring system which gives vehicles maximum flexibility and versatility. The modular SmartFloor technology allows easy and quick movement of seats and wheelchair positions nearly anywhere within the van. Seats also can easily be removed by moving them to the lift.

Innovative seat bases with wheels means no lifting – simply roll to the lift for removal or keep in the van and move to another spot to make room for wheelchairs.

Wheelchair Vans and Transporters can now be converted from ambulatory transport to wheelchair transport and back as often as needed, taking just a few seconds per seat. The vans with SmartFloor can fit up to four standard wheelchairs or twelve ambulatory passengers!

### Why should you insist on SmartFloor?

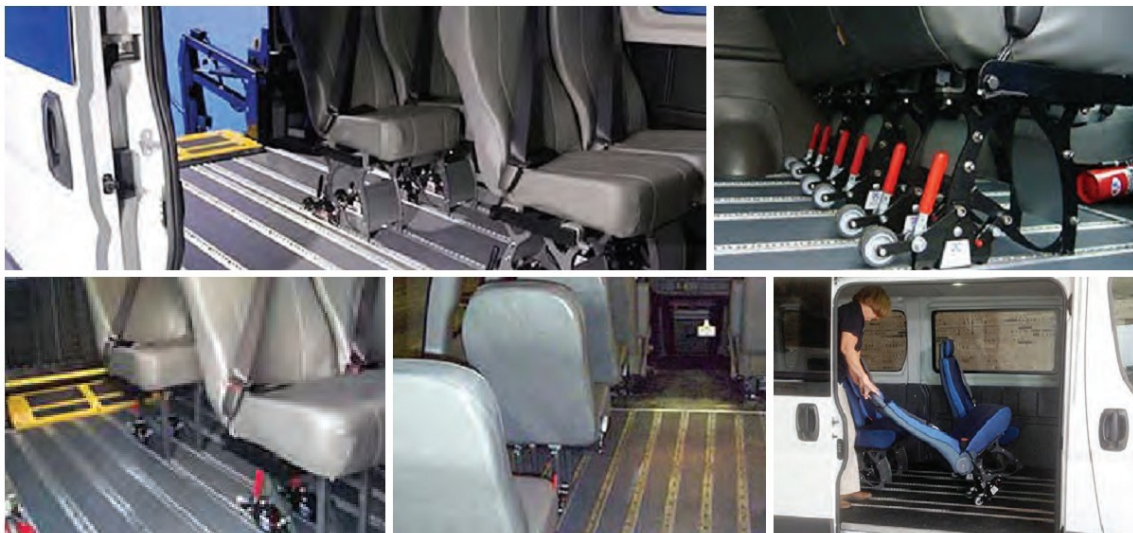
- Meets ADA and FMVSS requirements
- Fully pull tested to meet rigorous US standards
- The flexibility of SmartFloor has allowed customers the ability to change their seating layouts as their needs change – even multiple times per day



### Why is SmartFloor better than the competition?

- SmartFloor is constructed with 1-1/4" of extruded aluminum installed as one piece in the van – adds significant strength to the unibody frames found on the Ford Transit and Ram ProMaster
- Because the floor is not bolted through the body, the risk of corrosion is minimized, and there is no risk of exposed bolts on the underbody coming in contact with other components like the fuel tank.
- Track can be easily cleaned of any dirt or debris
- Track filler is available to give the floor a clean, finished look

**Increase your opportunities and profit potential with the flexibility of SmartFloor.**





## Ram Promaster



**RAM**

FULL SIZE **VANS**

### Ram ProMaster – Built for Commercial Customers

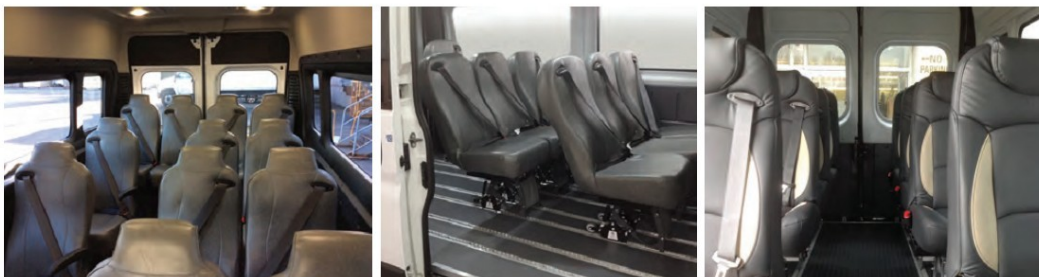
The Ram ProMaster is a front wheel drive, full-size van that has several Best-in-Class features including turning radius, V6 horsepower and more. And TransitWorks upfits the ProMaster in several different configurations to meet your needs. Two different lengths and roof heights are available, along with SmartFloor flooring system gives businesses the flexibility they need.

**Transporters, Shuttles, Ambulettes, Ramp Vans**



### Ram Promaster Transporter

The Ram ProMaster Transporter with SmartFloor – exclusively from TransitWorks – can transport up to 13 passengers plus driver, and gives the flexibility to move the seats where and when you need. And SmartFloor seats are on wheels which means no lifting when changing layouts. Ideal for hotels, airport shuttle services, senior living and any business that moves people. Fixed seating layouts are also available.







## Ram Promaster Ambulette

The Ram ProMaster Ambulette with SmartFloor offers maximum flexibility to switch between wheelchair transport and standard seating as often as you need. Available on both the ProMaster 1500 and 2500 and offers seating of up to 15 ambulatory passengers (including driver and front passenger) or up to 3 wheelchairs. The best solution for those organizations which have a changing mix of ambulatory and wheelchair passengers.



SMARTFLOOR

## Ram ProMaster with Ramp & Lowering System

### Quick, Quiet and Versatile

TransitWorks' cost effective Ramp and Lowering System offers a maintenance-free alternative to power lifts for those transporting people in wheelchairs. Hydraulic lowering system operates at the touch of a button, and lowers the rear end a full 6" down to a height of 15-1/4". Ramp is 36" wide and is shock-assisted for easy raising and lowering. The perfect solution for senior care, health care, wheelchair transport, and equipment hauling.





## SMALL VANS

### Ford Transit Connect Mobility

The Transit Connect Mobility Van from TransitWorks is a great choice for Taxi, Group Home, Senior Care and other industries needing to transport a single wheelchair passenger. The Transit Connect has the comfort and efficiency of a car with the durability of a Ford truck.

- Will hold up to 5 passengers (including driver) plus a single wheelchair
- Flex-Flat Ramp comes standard.  
Folds flat to create a usable deck when not carrying a wheelchair.
- ADA and FMVSS compliant ramp holds up to 800 lbs.
- Successfully crash tested



### Toyota Sienna Wheelchair Van

The number one wheelchair accessible minivan for commercial use. Perfect for transport, taxi, nursing home, health care, and other industries.

- Industry leading 36" wide ramp with 1,000 lb capacity
- Successfully crash tested
- Holds single wheelchair plus 5 ambulatory passengers
- Standard 3-passenger seating in second row
- Easy to use and maintenance-free ramp system
- Impressive 22 MPG average in combined driving





## SMALL VANS

### Dodge Grand Caravan Wheelchair Van

TransitWorks takes the minivan that started it all and makes it wheelchair accessible for businesses.

- Holds up to 7 ambulatory including driver, or 2 wheelchairs & 2 ambulatory
- Can hold 1 or 2 wheelchair passengers
- 1,000 lb capacity maintenance-free ramp system
- Flex-Flat Ramp system available
- Comes standard with (2) bucket seats in 2nd row; optional 3-passenger 2nd row bench and 3rd row 2-passenger flip seat



## GOVERNMENT BIDS



Contract Holder

### Experts in Winning Bids

State and municipal government bid business can be huge, but also incredibly complex. When you come across a government bid opportunity, turn to the Bid Department at TransitWorks to help submit and win the bid. We have the experience to successfully work through the paperwork and processes.

The Organized TransitWorks Bid Program began in 2009 when we were first awarded the Federal GSA Contract, and have held that contract for 7 years running. The Bid Department is now headed by four full-time employees with two assisting engineers. Among them, they have over 50 years of experience working for the company. Since 2009, the Bid Department has submitted over 500 bids, and won bids totaling over 1,500 vans built.

**For more information, call 844-872-6799 or email [bids@transit-works.com](mailto:bids@transit-works.com).**



## VEHICLE SPECIFICATIONS

*The Leading Builder of Commercial Shuttles, Mobility Vans and Transporters*

### FORD TRANSITS

Vehicle	Maximum Seating + Driver + Front Passenger	Maximum Wheelchairs	Side Lift	Rear Lift	Ramp	Smart Floor	Bus Doors	Dual Rear Wheels
Transit Transporter 150	10	--	OPT	OPT	--	OPT	--	--
Transit Transporter 350	13	--	OPT	OPT	--	OPT	--	--
Transit Transporter 350 Extended	13	--	OPT	OPT	--	OPT	OPT	OPT
Transit Smart Crew Van	5	--	--	--	--	STD	--	--
Transit Work Crew Van	5	--	--	--	--	--	--	--
Transit Ambulette 150	7	4	OPT	OPT	--	OPT	--	--
Transit Ambulette 350	8	4	OPT	OPT	--	OPT	--	--
Transit Ambulette 350 Extended	10	4	OPT	OPT	--	OPT	--	OPT
Transit Ambulette w/Smart Floor 150	9	4	OPT	OPT	--	STD	--	--
Transit Ambulette w/Smart Floor 350	9	4	OPT	OPT	--	STD	--	--
Transit Ambulette w/Smart Floor 350 Ext	12	4	OPT	OPT	--	STD	--	OPT

### RAM ProMaster

Vehicle	Maximum Seating + Driver + Front Passenger	Maximum Wheelchairs	Side Lift	Rear Lift	Ramp	Smart Floor	Dual Rear Wheels
RAM ProMaster 1500 Transporter	10	--	OPT	OPT	OPT	OPT	N/A
RAM ProMaster 2500 Transporter	13	--	OPT	OPT	OPT	OPT	N/A
RAM ProMaster 1500 Ambulette	10	4	OPT	OPT	OPT	OPT	N/A
RAM ProMaster 2500 Ambulette	13	4	OPT	OPT	OPT	OPT	N/A
RAM ProMaster with Ramp & Lowering System	13	4	--	--	STD	OPT	N/A

### Small Vans

Vehicle	Maximum Seating + Driver + Front Passenger	Maximum Wheelchairs	Ramp Location	Flex Flat Ramp
Transit Connect	5	1	Rear	STD
Toyota Sienna	5	1	Rear	OPT
Dodge Grand Caravan - short	7	1	Rear	OPT
Dodge Grand Caravan - long	7	2	Rear	OPT



## *The Leading Builder of Commercial Shuttles, Mobility Vans and Transporters*

### **Headquarters:**

TransitWorks, 4199 Kinross Lakes Parkway, Suite 300  
Richfield, OH 44314 • [www.transit-works.com](http://www.transit-works.com)

**Akron Production:** 1090 West Wilbeth Road • Akron, OH 44314

**Kansas City Production:** 30 Funston Road • Kansas City, KS 66115

FORD TRANSIT | RAM PROMASTER

FORD TRANSIT CONNECT

DODGE GRAND CARAVAN | TOYOTA SIENNA

SHUTTLES & TRANSPORTERS | WHEELCHAIR VANS

SMALL BUSES | CREW VANS



### **DROP SHIP CODES**

#### **FORD**

- Akron, OH: 88MBM9
- Kansas City, KS: 88QMT9

#### **RAM/DODGE/CHRYSLER:**

- Akron, OH: T7110
- Kansas City, KS: T1011

### **SHIP-THRU CODES**

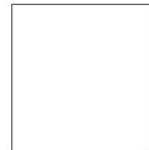
#### **FORD TRANSIT ONLY:**

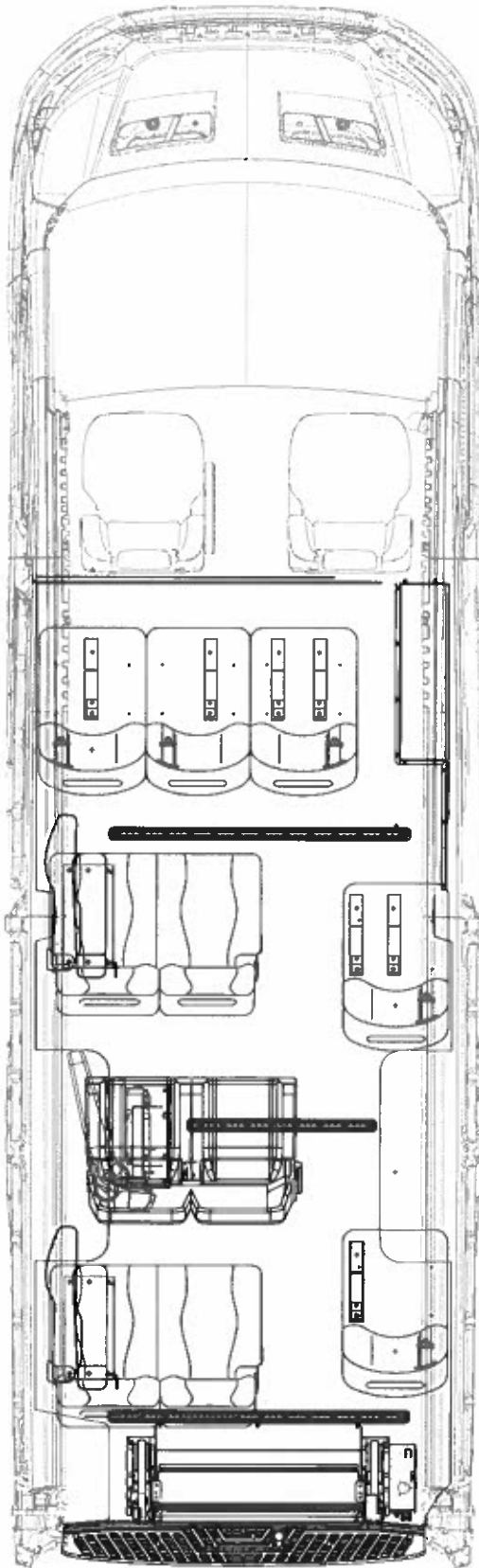
- Kansas City, KS: 310D9K

#### **FORD TRANSIT CONNECT ONLY**

- Akron, OH: 31YD9D

TransitWorks  
4199 Kinross Lakes Parkway,  
Suite 300  
Richfield, OH 44314





Title:

350 EL DRW WAGON

THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF  
TRANSITWORKS AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER  
WITHOUT PERMISSION IN WRITING BY TRANSITWORKS & PLYWOOD

Scale:  
1=16

Drawn: Date: 1/25/18  
Ca./Mod: PLYWOOD FLOOR

**TRANSITWORKS**  
INNOVATIVE TRANSIT SOLUTIONS

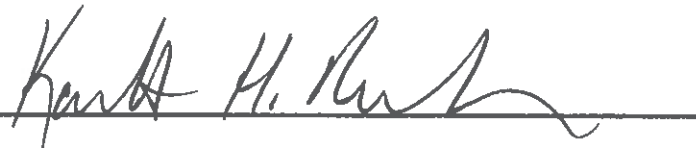
TELEPHONE: 800-855-5555  
ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED  
0 ± 0.050 or 2'  
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## FORD TRANSIT ALTOONA TESTING

The Federal Transit Administration has determined that the Ford Transit that TransitWorks converts as a 4-year vehicle, the Ford Transit Van is exempt from testing unless modified in a manner not consistent with Ford QVM guidance.

Signed: 

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/11/2018**

  
Ford Motor Company  
Is proud to recognize  
**TransitWorks - Ohio**  
as a participant in the  
**Mobility**  
**Qualified Vehicle Modifier Program**



  
Richard D. Cupka - SVE Quality Programs Mgr.  
August, 2016

**From:** gregory.rymarz@dot.gov [mailto: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 party other than the OEM provided that the installation of these components is completed in strict conformance with the OEM modification guidelines.

FTA wishes to clarify that this exemption historically assumed that unmodified mass-produced vans would only be offered in the 4-year, 100,000-mile service life category. Unmodified mass-produced vans are categorically exempted from testing by the Bus Testing Regulation only in the 4-year, 100,000-mile service life category; unmodified mass-produced vans offered in the 5-year, 150,000-mile (or higher) service life category are subject to testing.

Thank you,

**John Bollinger**  
**Product Support Manager**

**Transit Works**

Phone: 800.769.8267 Ext. 3012

Fax: 330-861-2083

Email- [john.bollinger@Transit-Works.com](mailto:john.bollinger@Transit-Works.com)

[www.Transit-Works.com](http://www.Transit-Works.com)



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Innovative Transit Solutions

## Commercial Van Warranty Policy



[\(pdf/TWWarrantyClaimForm.pdf\)](#) Click here

[\(pdf/TWWarrantyClaimForm.pdf\)](#) to download the Warranty Claim Form

### **TransitWorks Limited Warranty for all TransitWorks Commercial Van Conversions and Products**

TransitWorks builds the highest quality vehicles in the industry. Should you have any questions regarding the warranty on your TransitWorks van, please refer to the information listed below, contact your sales representative or call us at 1-855-337-9543. TransitWorks warrants each conversion, and other parts manufactured by TransitWorks 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 TransitWorks or an authorized TransitWorks dealer.

#### **Warrantor:**

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

#### **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 TransitWorks. If a possible warranty claim arises, the owner must notify TransitWorks within 48 hours of occurrence and before seeking service. To notify TransitWorks of a possible warranty claim, call us at 1-855-337-9543. All warranty repairs must be authorized by TransitWorks in writing before they are performed. If a repair or replacement by an authorized service center is determined by TransitWorks to be impractical, the owner shall contact TransitWorks to make arrangements for the return of the defective part or products. Failure to comply with these

procedures could lead to possible denial of warranty coverage at TransitWorks' discretion. TransitWorks reserves the right to make a physical inspection by an 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:**

TransitWorks 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 TransitWorks, except to the extent specifically required by any applicable Federal law or regulation. TransitWorks does not warrant the automotive chassis. Any and all parts supplied with the automotive chassis by the chassis manufacturer are strictly not covered by TransitWorks. 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. TransitWorks will reasonably assist the buyer to assure that the chassis manufacturer honors warranty obligations but TransitWorks 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.) TransitWorks 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>	Christy Nunes	724-864-7738	1 year from manufacture date	-
<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	-
<p>*Braun lift warranty – Five (5) year warranty on power train parts, including cable, cylinder, flow control, gear box, motor, pump, hydraulic hose &amp; 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.</p> <p>† 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.</p> <p>§ Sure-Lok restraint warranty - Three (3) year warranty on Titan series; one (1) year warranty on all other Sure-Lok products.</p> <p>**TransitWorks AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS**</p>				

**Other Items Not Covered:**

- Damage or defects due to the installation of equipment by anyone other than TransitWorks 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 TransitWorks.
- 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 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, TransitWorks shall, at its option, repair or replace the defective parts. Parts and labor shall be at TransitWorks expense at a mutually agreed upon standard labor rate. An authorized TransitWorks personnel must approve an estimate for labor time. Transportation, towing, rental vehicles or field call other than by TransitWorks personnel are not covered.

**Design Changes:** TransitWorks 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 TransitWorks. It may not be altered or extended orally or in writing by any other person. TransitWorks does not authorize any person to create for it any other obligation or liability in connection with a TransitWorks 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:** TransitWorks 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. TransitWorks' liability shall be limited solely, at TransitWorks' 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 3/22/2013

Contact TransitWorks: 855-337-9543 | ©2014 All content property of TransitWorks™



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Debbie Kaminski, CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

May 21, 2018

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 18-072 Transit Vans

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their bid response. Response date was extended to May 29, 2018. Deadline for questions and/or RFA's did not extend.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal with the Fort Bend County Purchasing Department at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov).

Creative Bus Sales, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of person receiving addendum

5/23/2018  
\_\_\_\_\_  
Date

If you have any questions, please contact this office.

Sincerely,



Debbie Kaminski, CPPB  
County Purchasing Agent





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

September 22, 2017

Donall Hasty  
DBE Liaison Officer  
Starcraft Bus/StarTrans Bus  
2367 Century Drive  
Goshen, IN 46525

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2018

Dear Mr. Hasty:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Starcraft Bus/StarTrans Bus's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2018 for the period of October 1, 2017–September 30, 2018. 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 FY 2018 DBE goal and determined that it is compliant with DOT's DBE regulations. You are 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 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 2018 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, 2017. This report should reflect all FTA-funded contracting activity for the second period of FY 2017 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2019 DBE goal methodology must be submitted to FTA by August 1, 2018. Any updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

John Day  
Program Manager for Policy  
and Technical Assistance  
Office of Civil Rights





# Certificate of Registration

This is to certify the Quality Management System of:

**Forest River Manufacturing, LLC**  
Division 5

**Location Addresses:**

Starcraft Bus: Commercial  
2367 Century Drive  
Goshen, IN 46528

Starcraft Bus: School Bus  
2408 Century Drive  
Goshen, IN 46528

StarTrans Bus  
2367 Century Drive  
Goshen, IN 46528

has been assessed and found to be in compliance with the requirements of

**ISO 9001:2008**

for the following scope:

Design, Manufacturing, Sales, and Administration of Commercial, Government and School Busses.

Certificate Number: **SARA-2006-CA-0031-A**

Originally Registered:  
**February 28, 2006**

Latest Issue:  
**January 26, 2015**

Expiry Date:  
**January 25, 2018**

*President, SARA Registrar*



This registration is subject to the company maintaining its system to the required standard which will be monitored by SARA Registrar. This certificate remains the property of Standards American Registrations Authority (SARA Registrar) and shall be returned immediately upon request. An electronic certificate can be authenticated online [www.sararegistrar.com](http://www.sararegistrar.com) – verify certificates.

SARA Registrar Headquarters: 1807D Santa Rita Road, #175, Pleasanton, CA 94566

# STARTRANS BUS - A DIVISION OF FOREST RIVER INC.

**Common Name**  
**Parent Company**  
**Trade/Brand Names**  
**All Company DBAs**  
**Principal Name** David Wright  
**Principal Position** General Manager

**Address** 2367 Century Drive  
 Goshen, Indiana 46528-\_\_\_\_ United States (USA)

## URL

**Contact Name** Donall Hasty  
**Contact Phone** (574)315-1607  
**Fax Number** (574)642-4961  
**Contact Email** dhasty@forestriverinc.com

**Submitted Date** 02/25/2016

**Production Start Date**

**Production End Date**

**Updated On** 02/25/2016

## Manufacturer Types

**Type** Final-Stage Manufacturer

## Vehicle Types

Is Primary	Vehicle Type	GVWR From	GVWR To
<input checked="" type="checkbox"/>	Bus	Class 3: 10,001 - 14,000 lb (4,536 - 6,350 kg)	Class 7: 26,001 - 33,000 lb (11,794 - 14,969 kg)

## Action History

Change Date	Reference
2/25/2016	6D4600BB-3B7B-4EFD-9BCA-BC41456911B7
4/30/2015	ORG10668

NHTSA Recall Data: For vehicle-specific Federal Recalls for major light auto automakers, please use NHTSA's Recall VIN Lookup at [www.safercar.gov/vin](http://www.safercar.gov/vin)

For any additional information and questions, Contact NHTSA Manufacturer Helpdesk at [manufacturerinfo@dot.gov](mailto:manufacturerinfo@dot.gov) or 1-888-327-3277



**U.S. DEPARTMENT OF TRANSPORTATION**  
 National Highway Traffic Safety Administration  
 1200 New Jersey Avenue, SE  
 Washington, DC 20590  
 1-888-327-4236  
 1-800-424-9153 (TTY)

[Privacy Policy](#)

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[Office of Inspector General](#)

[OIG Hotline](#)

[No Fear Act Data](#)

[trafficsafetymarketing.gov](http://trafficsafetymarketing.gov)

[ems.gov](http://ems.gov)

[911.gov](http://911.gov)

[distraction.gov](http://distraction.gov)

[safercar.gov](http://safercar.gov)

[The White House](#)

[USA.gov](http://USA.gov)

[DOT.gov](http://DOT.gov)

[plainlanguage.gov](http://plainlanguage.gov)

[data.gov](http://data.gov)

[regulations.gov](http://regulations.gov)

## **OEM MODIFICATIONS PERFORMED**

### **SHEET METAL:**

Single door chassis requires the removal of the cab roof, the existing door surround sheet metal and part of the OEM cab floor to accommodate the body entry steps. Corrosion protecting grease is applied to all cut OEM sheet metal.

The Tucson specification also requires removal of some hood sheet metal to accept the heat relieving “scoops”.

### **ELECTRICAL:**

When a dual compressor Air Conditioning system is ordered, the OEM alternator is relocated slightly to make room for the installation of the second (aftermarket) compressor.

When the auxiliary OEM battery is removed and relocated to a battery compartment, Startrans drawing #B167, Battery – Cable Schematic Option 1 is followed. The schematic is attached. Startrans supplies a continuous length 2 gauge cable, adds a 150 Ampere in-line fuse and provides battery out circuitry and a ground as shown.

### **FRAME:**

Frame extensions to comply with Ford QVM requirements are added by Startrans. There are minimum distances to the fuel cell dictated by Ford to retain FMVSS 301 compliance. These extensions are welded to the OEM chassis frame rails, then reinforced by a splice plate (commonly called a fish plate) that is both welded and bolted to the frame rail and frame rail extension supplied by Startrans.

The following information is submitted for all Startrans Bus products proposed as supporting documentation of the structural soundness and impact resistance of the bodies manufactured. All vehicles are built using virtually the same materials with some minor differences in the height and width of cross members due to entry floor heights and/or body width variations.

A representative set of construction prints provided by engineering supplements this verbal accounting of our materials and assembly specifications.

If, in the reviewing of these written technical specifications and engineering frame prints submitted any questions arise, please contact us immediately for any clarification or help in interpretation and understanding.

### **3.0 Body Construction – General Frame Construction**

Manufactured from all aluminized steel products, the floor, roof, side walls, rear wall, driver halo assembly and entry door assembly are all wire welded (MIG) together to form an integral aluminized steel frame that is thoroughly coated in our primer paint shop, then mounted with specified hardware to the rubber body mount points (pucks) supplied by the chassis manufacturer. Once joined to the chassis, the bus finishing process begins.

#### **3.0.1 Floor frame construction and assembly –**

- 3.0.1.1 Cross Members -- The floor cross members form the base structural support for the rest of the frame components. Our cross members are constructed of 14 gauge aluminized steel, formed to a capital “C” shape. Cross members over the fuel tank are made to provide the clearance needed to conform with FMVSS301, and include formed internal reinforcements welded in place for additional strength. All additional longitudinal and latitudinal structure is flush welded in place to form a one piece floor upon completion.
- 3.0.1.2 Aluminized steel “Hat Posts” – 1”x1”x4” run the length of the floor between cross members and are welded into place. This extremely strong form is used to weld our HSLA steel seat track in place.
- 3.0.1.3 Aluminized steel C Channel – 1”x1.5” C channel is welded in between cross members the full length of the floor in 5 places. Coupled with the Hat Posts this provides a one-piece strong “ladder” type frame for the flooring.
- 3.0.1.4 Seat Track – 12 gauge roll formed high strength/low alloy steel is wire welded in place for seat mounting down each side of the bus, with lengths predicated on the floor plan chosen. This is yet another stiffener in our extensive construction process.

- 3.0.1.5 Wheel Wells -- Constructed of 14 gauge aluminized steel, wheel wells are also welded in during the floor construction process. All seams in the wheel well are welded to create a one piece water resistant wheel housing structure. The wheel wells also provide additional strength to the body assembly, when welded in place.
- 3.0.1.6 Structural Aluminized steel Angle – 1/8” thick 1.5” x 2.5” structural aluminized steel angle is used the full perimeter length of each floor assembly, welded to the ends of all floor cross members. This provides not only a flat plane for joining the sidewall assembly, but also ties all cross members together and provides additional side impact resistance.
- 3.0.1.7 Additional structure – When adding vertical stanchions, wheel chair lifts and/or tie down options, additional structure is welded into the floor at locations specified by our engineering department on CAD drawings.

### **3.0.2 Sidewall Construction –**

- 3.0.2.1 Sidewall vertical member – The heart of our sidewall is the vertical structure, a roll formed 18 gauge aluminized steel capital “C” channel with 8 bends that create extreme strength and rigidity. The vertical member is installed in full lengths and in shorter sections below window frames. Additional vertical structure is used at both ends of the sidewall enabling the structure to withstand the forces applied by the vehicle when in motion. Using the open C member also enables a thorough primer application.
- 3.0.2.2 Aluminized steel Tubing – 1”x1” lower and 1”x3” upper 16 gauge aluminized steel tubing is welded in horizontally between vertical members to frame in window openings. This adds front to rear reinforcement as well.
- 3.0.2.3 Seat Track – 11 gauge high strength low alloy roll formed aluminized steel track is welded down each sidewall below the window frame. While serving as a seat attaching device, it adds excellent structure to the sidewall and also adds excellent side impact resistance.
- 3.0.2.4 Wheelchair Options – Add another layer of metal. Depending on track locations, another structure of 11 gauge thick aluminized steel is welded in place between each vertical member for attaching a shoulder belt mount. Also, additional structure is added to accommodate wheelchair door frames – either 1”x1” or 1”x2” 16 gauge wall aluminized steel tubing..
- 3.0.2.5 Full length aluminized steel tubing – 1”x1” 16 gauge aluminized steel tubing is stitch welded to the sidewall bottom and top at each vertical member for attaching to the floor and roof sections, respectively.

### **3.0.3 Rear Wall Construction –**

- 3.0.3.1 Rear wall vertical member – The vertical sidewall capital “C” channel with 8 bends is also used in the rear wall assembly. Full length structure is used at varying places,

depending on choice of rear window, or rear door. Shorter cut pieces are used above windows and doors. Additional side windows used with the rear door also change the configuration.

3.0.3.2 Aluminized steel Tubing – 1"x1" 16 gauge aluminized steel tubing is welded horizontally between vertical members to provide a window frame in the standard product, and used as an upper door frame in the optional rear assembly.

3.0.3.3 Full length aluminized steel tubing – 1"x1" 16 gauge aluminized steel tubing is stitch welded to the rear wall top and bottom as in the sidewall assembly.

### **3.0.4 Roof Construction –**

3.0.4.1 Roof Bows – Radius formed one-piece 16 gauge aluminized steel roof bows formed as a modified hat post design with eight bends for exceptional strength and located on 16" centers (the closest in the industry), including 4 bends in the web similar to our vertical sidewall aluminized steel provide a roof structure capable of taking severe loads. They are then capped with top flat pieces from flange to flange to provide abundant surface area for securing the exterior roof material.

3.0.4.2 Aluminized steel Tubing – 1"x1" 16 gauge aluminized steel tubing is welded horizontally to frame all lower window openings and 1" x 3" 16 gauge aluminized steel tubing to all upper window openings as required. A full perimeter is also welded on to mate the roof to the sidewall and rear wall, with short vertical pieces providing support on the front and rear ends. The 3" wide aluminized steel tube supplies a structural mounting surface for shoulder belt attachment and has been pull tested to federal standards.

### **3.0.5 Driver Compartment Overhead Halo –**

3.0.5.1 Aluminized steel Tubing – 1"x1" 16 gauge aluminized steel tubing is cut and jig welded into an integrated one piece structure spanning from the front roof bow of the body to the newly cut roof line of the cab. Also created during the structure manufacture is the housing for mounting the electronic circuit board.

3.0.5.2 11 Gauge Aluminized steel – formed to make brackets used to mount to the chassis roof.

### **3.0.6 False Floor (Cab to body transition) –**

3.0.6.1 Aluminized steel Tubing – 2" x2" 16 gauge aluminized steel tubing is welded together forming a flat body floor transition from the step area back to the actual body area. An overhang on the curbside provides a secure attach point frontally for the entry door frame added later.

3.0.6.2 Structural aluminized steel angle – 11 gauge 1.5"x1.5" structural angle is added in short lengths five places to provide attachment points to the chassis floor.



### **3.0.7 Interior Vertical Transition Frames –**

3.0.7.1 Aluminized steel Tubing – 1”x1” 16 gauge aluminized steel tubing is used vertically and a ladder type assembly is made welding the 1x 1 tube to .75”x.75” 11 gauge aluminized steel tube that is used horizontally in the assemblies. These pieces transition from the body fronts on each side to the driver halo side assembly and the entry door frame assembly on the curbside.

### **3.0.8 Entry Door & Step Assembly Frame –**

3.0.8.1 Aluminized steel Tubing – 1”x1” 16 gauge and .75”x.75” 11 gauge aluminized steel tube is cut to length and welded together in a ladder type construction forming a rigid frame for attaching the entry door/step assembly.

### **3.0.9 Entry Door/Step Assembly –**

3.0.9.1 11 Gauge Aluminized steel – The step riser/tread piece is manufactured from one-piece 11 gauge aluminized steel and uses 90° bends at all risers and treads. The bottom tread also adds an additional 90° bend for additional strength and safety. Upper and lower side pieces are then attached and an 11 gauge flat plate with holes is used to bridge the lower and upper side pieces, then is stitch welded and plug welded to form a strong one piece assembly prior to inserting and welding to the entry step framing.

## **APPLICATION OF EXTERIOR SIDEWALL MATERIAL**

### **GALVANIZED STEEL SIDEWALLS OR OPTIONAL FIBERGLASS/FRP/COMPOSITE SIDEWALLS**

The exterior is .024” galvanized steel pre-painted white with an underlayment of 5/32” luan.

The interior is 5/32” luan covered with a light gray frp or padded vinyl.

The foam filled aluminized steel cage is placed in the center and all layers are adhered using polyurethane hot melt adhesive.

Composite FRP exterior sidewall panels are installed using the same method.

Should any further questions arise, please contact your Startrans Bus representative.

**FMVSS/CMVSS Compliance Summary 2017****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Startrans does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the wheelbase extended, or have had other system modifications. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Startrans does not alter OEM lighting. Additional lighting to include brake, turn, clearance, auxiliary and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Startrans does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Startrans meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Startrans does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Startrans does not alter brake systems. Vehicles with modified wheelbases have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Startrans does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Startrans that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Startrans are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
202	Head Restraints	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.

**FMVSS/CMVSS Compliance Summary 2017****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

<b>203</b>	Impact Protection for the Driver from the Steering Control System	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>204</b>	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
<b>205</b>	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
<b>206</b>	Door Locks and Door Retention Devices	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>207</b>	Seating System	All seating installed by Startrans meets this standard. Test data on file.
<b>208</b>	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
<b>209</b>	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
<b>210</b>	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
<b>210.1</b>	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
<b>210.2</b>	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
<b>212</b>	Windshield Mounting	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>213</b>	Child Restraint Systems	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
<b>213.4</b>	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
<b>214</b>	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>216</b>	Roof Crush Resistance	Startrans does not manufacture vehicles with a GVWR of 2,722kg (6,000 lbs.) or Less.
<b>217</b>	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
<b>219</b>	Windshield Zone Intrusion	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>220</b>	School Bus Rollover Testing	All vehicles manufactured by Startrans meet this standard. Test data on file
<b>221</b>	School Bus Body Joint Strength	All vehicles manufactured by StarTrans are not completed to be used as school buses, however, StarTrans does test vehicles to meet standard.
<b>222</b>	School Bus Passenger Seating and Crash Protection	All MFSAB vehicles manufactured by Startrans meet this standard. Test data on file
<b>225</b>	Child Restraint Anchorage Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>301</b>	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
<b>301.1</b>	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
<b>301.2</b>	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

**FMVSS/CMVSS Compliance Summary 2017****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

<b>302</b>	Flammability of Interior Materials	Materials installed in the interior of Startrans products meet the standard. Test data on file.
<b>303</b>	Fuel System Integrity of Compressed Natural Gas Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>304</b>	Compressed Natural Gas Fuel Container Integrity	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>305</b>	Electrolyte Spillage and Electrical Shock Protection	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
<b>403</b>	Platform Lift System for Motor Vehicles	Startrans does not alter the platform lift system. Startrans install lift system in strict compliance with the manufacturers installation instructions. Startrans meets strength requirements. Test data on file.
<b>404</b>	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
<b>1106</b>	Noise Emissions	Startrans does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: 

Date: 1/10/2017

Title: Compliance Manger

**StarTrans Bus****Pre-Award BUY AMERICA CERTIFICATION**

This certifies compliance with FTA Buy America Regulations set forth in 49 C.F.R. § 661.11 for each component that more than 65% of the subcomponents, by cost, are of U.S. origin/manufacture and is manufactured in the U.S. Manufacturer attests that the U.S. content of subcomponents, by cost is as indicated below.

COMPONENT NAME	MANUFACTURER NAME	MFG LOCATION	% U.S. CONTENT	
FORT BEND TX, CANDIDATE2	StarTrans Bus	Goshen, IN	<b>80.30%</b>	
SUBCOMPONENT NAME	MANUFACTURER NAME	MFG LOCATION	% OF TOTAL	
Chassis	Ford	U.S.	55.94%	
Air Conditioning	ACC	U.S.	8.14%	
Passenger Seats	Freedman	U.S.	5.21%	
Wheel Chair Lift	Braun	U.S.	5.66%	
Wheelchair & Rear Doors	Challenger Door	U.S.	1.40%	
Exterior Mirrors	Rosco	U.S.	0.36%	
Auxillary Heater	Pro-Air	U.S.	0.38%	
Wheelchair tiedowns	Qstraint	U.S.	2.13%	
Roof Hatch	SMI	U.S.	0.38%	
Fast Idle/ Interlock w/c	LGS	U.S.	0.69%	

**MAJOR ACTIVITIES UNDERTAKEN AT THE FINAL ASSEMBLY LOCATION:**

All purchasing of raw and assembled materials including the chassis, fabrication and welding of the frame, prime paint, installation of all wood, fabric, FRP, aluminum and/or other body panel and/or trim materials, installation of doors and windows, HVAC components and systems, electrical systems, installation of any required options such as wheel chair lifts, tie down kits, seats, radios and optional electronic items, if any, complete undercoat, exterior paint and/or graphics if ordered, full road test, rain booth test and all other final quality functions as needed to ensure compliance with the contract. Facilities are located at 2367 CENTURY DRIVE, GOSHEN, IN 46528

**BODY V.I.N. OF UNITS DELIVERED UNDER POST DELIVERY BUY AMERICA:****LABOR AS A % OF TOTAL COST NOT INCLUDED IN THE MATERIAL COSTS ABOVE:****11.59%**  
AUTHORIZED SIGNATUREGOVERNMENT BID ADMIN  
TITLE5/24/2018  
DATEMARK BARCZAK  
PRINT NAME

Information on this form is subject to audit by the FTA Recipient (i.e., transit authority) and/or by the Federal Transit Administration (and/or its agents).

### COMPONENT SUPPLIER BUY AMERICA CERTIFICATION

Supplier: The Braun Corporation DBA BraunAbility  
 Address: 631 West 11th Street, Winamac, IN 46996  
 Phone: 574-946-4139  
 Email: john.drach@braunability.com  
 Transit Vehicle Manufacturer ("TVM"):  
 TVM Contract/P.O. # (not applicable to Pre-Award audit): N/A  
 Transit Authority, RFP/Contract #:  
 Transit Authority Contract Name:

**This certifies the Supplier's status of compliance with FTA Buy America Regulations set forth in 49 CFR § 661.11.**

For each component supplied for the Contract, the Supplier attests that (CHECK ONE BOX ONLY):

<input checked="" type="checkbox"/>	The required percentage of subcomponents (i.e., >65%), by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(g).
<input type="checkbox"/>	Less than the required percentage of the subcomponents (i.e., <65%), by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. (In such case, the cost of U.S. subcomponents and the cost of U.S. manufacturing the component is eligible for inclusion towards domestic content calculations). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(f).
<input type="checkbox"/>	The component contains subcomponents of domestic origin, however the component is NOT manufactured in the U.S. (In such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations only if the U.S. subcomponent(s) received a tariff exemption). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(i).

		MANUFACTURING LOCATION	% CONTENT	% CONTENT
[COMPONENT NAME]		[Location of individual component manufacturer]	[Total domestic content % of all subcomponents]	[Total foreign content % of all subcomponents]
Century Series Wheelchair Lift (NCL2)		Winamac, IN	74.2%	25.8%
[SUBCOMPONENT NAME] (use rows for each subcomponent)	Subcomponent Manufacturer Name	[Location of individual subcomponent manufacturer]	Individual subcomponent domestic content % of ALL subcomponents]	Individual subcomponent foreign content % of ALL subcomponents]
Battery Cable/Wiring Harness	Allex	Indianapolis, IN	7.9%	0.0%
Hydraulic Pump Assy	Bucher Hydraulics	Grand Rapids, MI	17.2%	0.0%
Misc Steel Machined Parts	Cutting Edge	New Paris, IN	10.5%	0.0%
Handrail Assy Parts	Duramold Castings	South Bend, IN	0.7%	0.0%
Bearing Flange	GGB, LLC	Thorofare, NJ	0.9%	0.0%
Misc Wiring	Industrial Electric Wire & Cable	New Berlin, WI	1.2%	0.0%
Misc. Packaging	Jamil Packaging	Indianapolis, IN	0.4%	0.0%
Misc Steel	Joseph T. Ryerson	Lisle, IL	4.3%	0.0%
Misc Plastics	Konrady Plastics	Portage, IN	0.7%	0.0%
Rubber Extrusion	Lauren Manufacturing	New Philadelphia, OH	0.4%	0.0%
Decals	Mandala Screen Printing	Winamac, IN	0.4%	0.0%
Steel Lift Components	Mor/Ryde International	Elkhart, IN	11.0%	0.0%
Hydraulic Hoses	Polyflow Mfg	Portland, OR	0.6%	0.0%
Misc Fabricated Lift Component	Quality Tool & Stamping	Muskegon Heights, MI	10.6%	0.0%
Handrail Belt	Shield Restraint Systems	Elkhart, IN	1.5%	0.0%
Plastic Covers	Standard Integrated Solutions	Winamac, IN	2.0%	0.0%
Gas Springs	Suspa Inc.	Grand Rapids, MI	3.8%	0.0%
Misc Components	Various	Various	0.0%	25.8%
			0.0%	0.0%
			0.0%	0.0%
Total content % of all subcomponents			74.2%	25.8%

Insert additional rows as needed. Complete one Buy America Certification for each individual Component

Date: March 15, 2018

Supplier Authorized Signature:

Print Name: John Drach

Title: Supply Chain Manager



BUY AMERICA SUPPLIER CERTIFICATION

SUPPLIER NAME:		ACC CLIMATE CONTROL	
STREET ADDRESS:		221150 CHALLENGER DRIVE	
CITY, STATE ZIP CODE:		ELKHART , IN 16515	
EMAIL:			
DATE:		2/2//2018	
		PHONE:	574-264-2190

VEHICLE MANUFACTURER **Starcraft/StarTrans Bus**

This certifies the Supplier's status of compliance with FTA Buy America Regulations set forth in 49 C.F.R. § 661.11

For each component supplied for the Contract, the Supplier attests that (CHECK ONE BOX):

The required percentage of subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(g).

<p>Less than the required percentage of the subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. (In such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11 (j).</p>	<input type="checkbox"/>
--	--------------------------

The component contains subcomponents of domestic origin, however, the component is NOT manufactured in the U.S. (In such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations only if the U.S. subcomponent(s) received a tariff exemption). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(f).

If applicable enter system or Master assembly name/number here	Manufacturing Location	% Domestic Content	% Foreign Content
R226216	Elkhart, IN	73.38%	21.62%
23022 Evaporator	Elkhart, IN	86.55%	13.45%
25062 Condenser	Elkhart, IN	77.56%	22.44%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R226716	Elkhart, IN	79.66%	20.34%
23022 Evaporator	Elkhart, IN	82.52%	13.48%
25067 Condenser	Elkhart, IN	82.91%	17.09%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R237316	Elkhart, IN	77.83%	22.17%
23023 Evaporator	Elkhart, IN	83.02%	16.98%
25073 Condenser	Elkhart, IN	78.02%	21.98%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R236516	Elkhart, IN	72.22%	22.78%
23023 Evaporator	Elkhart, IN	83.02%	16.98%
25065 Condenser	Elkhart, IN	74.31%	25.69%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R23h6516	Elkhart, IN	78.80%	21.20%
23023 Heat/Cool	Elkhart, IN	85.53%	14.47%
25065 Condenser	Elkhart, IN	74.31%	25.69%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R236716	Elkhart, IN	78.96%	21.04%
23023 Evaporator	Elkhart, IN	83.02%	16.98%
25067 Condenser	Elkhart, IN	82.91%	17.09%
Compressor assy	Elkhart, IN	72.08%	27.92%
	Manufacturing Location	% Domestic Content	% Foreign Content
R2367T	Elkhart, IN	82.34%	17.66%
23023 Evaporator	Elkhart, IN	83.02%	16.98%
25067 Condenser	Elkhart, IN	82.91%	17.09%
	Manufacturing Location	% Domestic Content	% Foreign Content
R4463T	Elkhart, IN	83.56%	16.44%
23044 Evaporator	Elkhart, IN	87.42%	12.58%
25063 Condenser	Elkhart, IN	71.40%	27.60%
	Manufacturing Location	% Domestic Content	% Foreign Content
R2263T	Elkhart, IN	81.69%	18.31%
23022 Evaporator	Elkhart, IN	86.52%	13.48%
25063 Condenser	Elkhart, IN	72.40%	27.60%

[illegible]

# BUY AMERICA SUPPLIER CERTIFICATION

**SUPPLIER NAME:** Challenger Door LLC  
**STREET ADDRESS:** 1205 East Lincoln Street  
**CITY, STATE ZIP CODE:** Nappanee In 46550  
**EMAIL:** fmiller@challengerdoor.com  
**PHONE:** 574-773-8102  
**DATE:** 3/9/2018

**VEHICLE MANUFACTURER** **Starcraft/StarTrans Bus**

*This certifies the Supplier's status of compliance with FTA Buy America Regulations set forth in 49 C.F.R. § 661.11*

For each component supplied for the Contract, the Supplier attests that (CHECK ONE BOX):

The required percentage of subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(g).	<input checked="" type="checkbox"/>
Less than the required percentage of the subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. (in such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11 (i).	<input type="checkbox"/>
The component contains subcomponents of domestic origin, however, the component is NOT manufactured in the U.S. (in such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations only if the U.S. subcomponent(s) received a tariff exemption). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(i).	<input type="checkbox"/>

If applicable enter system or Master assembly name/number here	Manufacturing Location	% Domestic Content	% Foreign Content
47 x 72 double door 2-010783	Nappanee In.	88.89%	14.55%
Hardware	China	0.00%	14.55%
Aluminum	Elkhart In.	24.08%	
Door seal	Mishawaka In.	5.21%	
Stainless steel hinge	Elkhart In.	14.81%	
Powder coating	Nappanee In.	9.09%	
plastic - foam - substrate	Bristol In. & Grand Rapids Mich.	11.74%	
window	Goshen In.	20.53%	
glue and Manus bond	Stanford CT	3.44%	

	Manufacturing Location	% Domestic Content	% Foreign Content
38.5 x 59 single rear door 2-100004	Nappanee In.	84.65%	15.35%
Hardware	China		15.35%
Aluminum	Elkhart In.	23.25%	0.00%
Door seal	Mishawaka In.	2.71%	0.00%
Stainless steel hinge	Elhart In.	5.22%	0.00%
Powder coating	Nappanee In.	7.61%	0.00%
plastic - foam - substrate	Bristol In. & Grand Rapids Mich.	11.01%	0.00%
window	Goshen In.	31.56%	0.00%
glue and Manus bond	Stanford CT	3.29%	0.00%

	Manufacturing Location	% Domestic Content	% Foreign Content
Single wheel chair door 2-104005	Nappanee, IN.	78.68%	21.32%
Hardware	China	0.00%	21.32%
Aluminum	Elkhart In.	33.27%	0.00%
Door seal	Mishawaka In.	3.67%	0.00%
Stainless steel hinge	Elkhart In.	6.37%	0.00%
Powder coating	Nappanee In.	10.33%	0.00%
plastic - foam - substrate	Bristol In. & Grand Rapids Mich.	19.77%	0.00%
glue and Manus bond	Stanford CT	5.27%	0.00%
Enter Subcomponent Here			

	Manufacturing Location	% Domestic Content	% Foreign Content
Enter Component Here	0	0.00%	0.00%
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		

	Manufacturing Location	% Domestic Content	% Foreign Content
Enter Component Here	0	0.00%	0.00%
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		
Enter Subcomponent Here	0		

Floyd Miller   
 AUTHORIZED SIGNATURE

Floyd Miller  
 PRINT NAME

Sales Rep  
 TITLE





BUY AMERICA SUPPLIER CERTIFICATION				
Supplier:	InterMotive			
Address:	12840 Earhart Ave.	Auburn, CA	95602	
Phone:	530-823-1048 x130	Fax:	530-823-1516	
Email:	<a href="mailto:kjohnson@intermotive.net">kjohnson@intermotive.net</a>			
<b>This certifies the Supplier's status of compliance with FTA Buy America Regulations set forth in 49 CFR § 661.11.</b>				
For each component supplied for the Contract, the Supplier attests that (CHECK ONE BOX):				
<input checked="" type="checkbox"/>	The required percentage of subcomponents, by cost, are of U.S. origin/manufacture, and the component is manufactured in the U.S. The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(g).			
<input type="checkbox"/>	Less than the required percentage of the subcomponents, by cost, are of U.S. origin/manufacture, and the component is manufactured in the U.S. (in such case, the cost of U.S. subcomponents and the cost of manufacturing the component is eligible for inclusion towards domestic content calculations). The Supplier attests that the U.S. content of subcomponents, by cost, and the cost of manufacturing the component is as indicated below. See 49 CFR § 661.11(l).			
<input type="checkbox"/>	The component contains subcomponents of domestic origin, however, the component is NOT manufactured in the U.S. (in such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations only if the U.S. subcomponent(s) received a tariff exemption). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(i).			
InterMotive Product:	MANUFACTURING LOCATION	% DOMESTIC CONTENT	% FOREIGN CONTENT	
Gateway/Highlock, all variations	Auburn, CA	100%	0%	
Emergency Door Module	Auburn, CA	100%	0%	
Engine Monitoring and Shutdown Systems	Auburn, CA	100%	0%	
Eco-Star /EcoLock	Auburn, CA	100%	0%	
Idle Timer Controller	Auburn, CA	100%	0%	
Advanced Fast Idle System	Auburn, CA	100%	0%	
Intelligent Lift Interlock System/LOCK	Auburn, CA	100%	0%	
Speed Sentinel	Auburn, CA	100%	0%	
Park Crank Only Module	Auburn, CA	100%	0%	
Upfitter Interface Module/AIM	Auburn, CA	100%	0%	
CAN/ J1939 Translator	Auburn, CA	100%	0%	
FlextTech including PRPC and SBB	Auburn, CA	100%	0%	
Pre-Trip Module	Auburn, CA	100%	0%	
Date:	2/2/2018			
Supplier Authorized Signature:				
Print Name:	Kara Johnson			
Title:	Operations Manager			

For Federal Transit Administration (FTA)  
Funded Rolling Stock Procurements

## ANNUAL BUY AMERICA CERTIFICATION

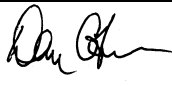
Certification Year	2018
Company Name	Freedman Seating
Address	4545 W. Augusta Blvd.
City, State, Zip	Chicago, IL 60651
Telephone	773-524-2440
E-mail Contact Person	Dan.cohen@freedmanseating.com

The supplier named above hereby releases the following information on **ALL component parts supplied to Starcraft Bus in support of the manufacture of FTA funded buses**. This certification is provided to determine the vehicle manufacturer's Buy America Compliance to the Buy America Requirement Final Rule for rolling stock contained in 49 CFR Part 661.11 and accessible on the Federal Transit Administration website at <http://www.fta.dot.gov>. Buy America requirements for rolling stock components: (1) The percentage content of domestic (U.S.) origin contained in the cost of a component charged to the vehicle manufacturer is more than 60 percent and, (2) Manufacturing location of the supplier's components: City, State, Country (49 CFR 661.11 (g)).

Component Model/ Part Number	Component (s) Description	(1) % of Cost of U.S. Origin Subcomponents i.e., manufactured within U.S.	(2) Manufacturing location of component (s) City, State, Country
Feather Weight	Feather Weight double mid hi, L4, AV grab, arms, FTA, USR	70% minimum	Chicago, IL USA
Feather Weight	AM double foldaway, L4, AV grab, arms, FTA, USR	70% minimum	Chicago, IL USA
Feather Weight	AM single foldaway, L4, AV grab, arms, FTA, USR	70% minimum	Chicago, IL USA

Authorization:

The authorizing agent for the company acknowledges that this certification is valid for the annual period stated and will be re-issued if any event occurs during the annual period that rescinds the component(s) designation as being of U.S. domestic origin as defined Buy America Provisions under 49 U.S.C. 5323 (j) and the applicable regulations of 49 CFR 661.11 – Rolling Stock Procurements.

Signature: 		Date: 2/23/18
Name (Printed): Dan Cohen	Title: President	
Prepared by: (Printed) Dan Cohen	Telephone: 773-524-2440	

# BUY AMERICA SUPPLIER CERTIFICATION

**SUPPLIER NAME:** Q'STRAIT  
**STREET ADDRESS:** 5553 RAVENSWOOD RD, #110  
**CITY, STATE ZIP CODE:** FT. LAUDERDALE, FL 33312  
**EMAIL:** CUSTOMERSATISFACTION@QSTRAINT.COM  
**DATE:** 2/9/2018

**PHONE:** 954-986-6665

**VEHICLE MANUFACTURER** Starcraft/StarTrans Bus

*This certifies the Supplier's status of compliance with FTA Buy America Regulations set forth in 49 C.F.R. § 661.11*

For each component supplied for the Contract, the Supplier attests that (CHECK ONE BOX):

The required percentage of subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(g).	<input checked="" type="checkbox"/>
Less than the required percentage of the subcomponents, by cost, are of U.S. origin/manufacture and the component is manufactured in the U.S. (in such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11 (f).	<input type="checkbox"/>
The component contains subcomponents of domestic origin, however, the component is NOT manufactured in the U.S. (in such case, the cost of U.S. subcomponents is eligible for inclusion towards domestic content calculations only if the U.S. subcomponent(s) received a tariff exemption). The Supplier attests that the U.S. content of subcomponents, by cost, is as indicated below. See 49 CFR § 661.11(i).	<input type="checkbox"/>

	Manufacturing Location	% Domestic Content	% Foreign Content
FE752NA100-04-3	FT. LAUDERDALE, FL 33312	76.00%	24.00%
FE752NA144-04-3	FT. LAUDERDALE, FL 33312	76.00%	24.00%
FE753NA144-04-3	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q060011	FT. LAUDERDALE, FL 33312	77.00%	23.00%
Q011012	FT. LAUDERDALE, FL 33312	77.00%	23.00%
Q011022	FT. LAUDERDALE, FL 33312	83.00%	17.00%
Q060010	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-10007	FT. LAUDERDALE, FL 33312	77.00%	23.00%
Q-10008	FT. LAUDERDALE, FL 33312	78.00%	22.00%
Q-3009	FT. LAUDERDALE, FL 33312	89.00%	11.00%
Q5-5010SC	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q5-6210/11-ER4-L	FT. LAUDERDALE, FL 33312	88.00%	12.00%
Q5-6327	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q5-6327-Y	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q5-6340-20-INT	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q5-6340-12-INT	FT. LAUDERDALE, FL 33312	86.00%	14.00%
Q5-6409	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-6410-T-BLK	FT. LAUDERDALE, FL 33312	89.00%	11.00%
Q5-6410-TBLK27	FT. LAUDERDALE, FL 33312	86.00%	14.00%
Q5-6415-RET	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q5-7541	FT. LAUDERDALE, FL 33312	83.00%	17.00%
Q5-7535A	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7550-T60	FT. LAUDERDALE, FL 33312	85.00%	15.00%
Q5-7570-A	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7580	FT. LAUDERDALE, FL 33312	78.00%	22.00%
Q5-7580-4	FT. LAUDERDALE, FL 33312	83.00%	17.00%
Q5-7580-6	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7580-BLK	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7583	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7583-2	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q5-7583-A	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q5-7590	FT. LAUDERDALE, FL 33312	95.00%	5.00%
Q5-8522	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q5-8525-SC	FT. LAUDERDALE, FL 33312	85.00%	15.00%
Q-8100-A1-HR-L	FT. LAUDERDALE, FL 33312	79.00%	21.00%
Q-8100-A1-L	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q-8100-A1-SC	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-8100-A1T-L	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q-8100-AT-L	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8101-L	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8101-SC	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8106-L2	FT. LAUDERDALE, FL 33312	87.00%	13.00%
Q-8106-SC	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q-8200-A-L	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q-8200-A-SC	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-8201-L	FT. LAUDERDALE, FL 33312	75.00%	25.00%
Q-8300-A1-HR-SC	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-8300-A1-L	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q-8300-A1-SC	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8300-A-L	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8301-L	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q-8301-SC	FT. LAUDERDALE, FL 33312	83.00%	17.00%
Q-8306-L	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q-8306-SC	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-8307-A1-L	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q-8307-A1-SC	FT. LAUDERDALE, FL 33312	82.00%	18.00%
Q8-5010-09L	FT. LAUDERDALE, FL 33312	83.00%	17.00%
Q-8600-A1-HR-SC	FT. LAUDERDALE, FL 33312	77.00%	23.00%
Q-8600-A-L3	FT. LAUDERDALE, FL 33312	79.00%	21.00%
Q8-6200	FT. LAUDERDALE, FL 33312	88.00%	12.00%
Q8-6209-L	FT. LAUDERDALE, FL 33312	84.00%	16.00%
Q8-6323	FT. LAUDERDALE, FL 33312	81.00%	19.00%
Q8-6323-HR	FT. LAUDERDALE, FL 33312	80.00%	20.00%
Q8-6324	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q8-6325	FT. LAUDERDALE, FL 33312	89.00%	11.00%
Q8-6325-AT	FT. LAUDERDALE, FL 33312	86.00%	14.00%
Q8-6326-A1	FT. LAUDERDALE, FL 33312	76.00%	24.00%
Q8-6326-A1-HR	FT. LAUDERDALE, FL 33312	76.00%	24.00%



[illegible]

**AUTHORIZED SIGNATURE**

ROBERTO ESPINAL  
PRINT NAME

CONTROLLER
TITLE

# The Candidate II



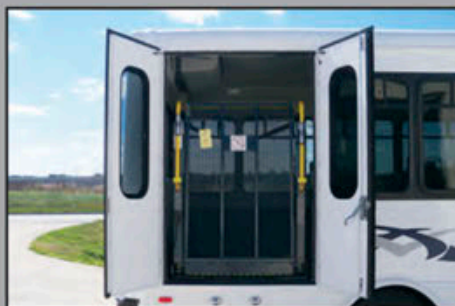
The Candidate II is the perfect solution for those in the market for a smaller shuttle bus or an alternative to a raised roof van. The Starlite, with its narrow body and long list of standard features, can accommodate a variety of needs. Drivers will appreciate the improved handling and stability the Starlite offers with its dual rear wheels. Because a Commercial Drivers License isn't needed to operate the Candidate II (check your state requirements), it's always ready for the road.

Passengers will be able to enter and exit the Candidate II with ease through the wide entry door and deep steps and can comfortably move throughout the bus with its 20" aisle and 77" of interior head room. Once seated, passengers will have a great view through the 36" x 36" windows. This, combined with the previously mentioned features, makes the Candidate II the most spacious shuttle bus in the industry.

## Candidate II Features | Features to Meet Your Specific Needs



Optional wheelchair accessible floor plan with mid back seats, top mounted grab handles and armrests.



Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions



Optional 13 passenger capacity with mid back seats, top seat mounted grab handles and armrests.





# The Candidate II



## Standard Exterior Feature Highlights

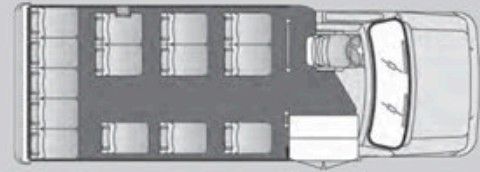
- Fully welded steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" high x 36" wide high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Drip rail over all windows and passenger door openings
- Sealed LED stop, tail, and turn signal lights reverse lights
- Exterior LED front and rear marker lights

## Standard Interior Feature Highlights

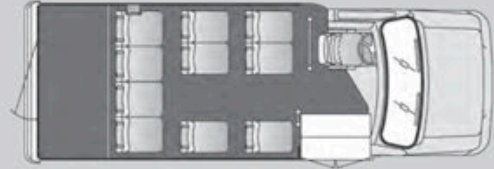
- 81" interior width
- 76" interior floor to ceiling height
- Welded floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- LED Entry door step well lights
- LED driver and passenger area lighting
- Non-retractable seat belts

## Popular Option Highlights

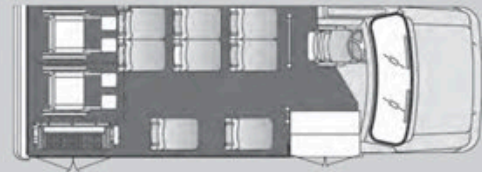
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Ceiling and rear wall fabric for sound abatement
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems



14 Passenger Plus Driver



10 Passenger Plus Driver  
with Secure Rear Cargo Area



Lift System for Wheelchair Passengers,  
Plus 8 Ambulatory Passengers



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

StarTrans Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.



800.326.2877 CreativeBusSales.com

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Transit Van Agreement 18-072 , Page134/303

# ► The Candidate II Transit



## ► Value-Packed with Superior Fuel Economy, Narrow Body Bus

The Candidate II Transit is the perfect solution for those in the market for a smaller shuttle bus or an alternative to a van. The Transit, with its narrow body and long list of standard features, can accommodate a variety of needs. Drivers will appreciate the improved visibility the Candidate II Transit offers with super starview window and the well-designed driver's area.

Passengers will be able to enter and exit the Starlite with ease due to the 10" ground to first step, wide entry door, and the deep entry steps. Once on board, the passengers can comfortably move throughout the bus with its 20" aisle and 76" of interior head room. When passengers are seated, they will have an appreciable view through the 36" x 36" windows. This, combined with the previously mentioned features, make the Candidate II Transit the most spacious shuttle bus in its class.

## ► Candidate II Transit Features | Features to Meet Your Specific Needs



Comfortable and easily-accessible driver's area



Spacious interior with mid-backseats and wheelchair lift



Attractive and convenient driver control panel



# ► The Candidate II Transit



## ► Standard Exterior Feature Highlights

- Fully welded aluminized steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- 10" ground to first step at entry door
- 109" overall exterior height (depending on options)
- "Super Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" high x 36" wide high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- Fiberglass front and rear cap
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Drip rail over all windows and passenger door openings
- LED front and rear marker lights
- LED stop, tail, and turn signal lights including back-up lights

## ► Standard Interior Feature Highlights

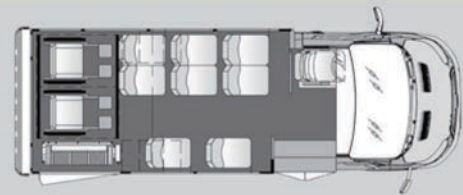
- 81" interior width
- 76" interior floor to ceiling height
- Welded floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights

## ► Popular Option Highlights

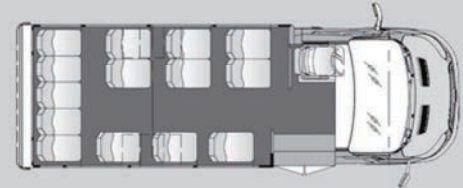
- Stainless steel wheel inserts
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Bonded windows
- ADA and FMVSS compliant wheel chair lifts and securement systems



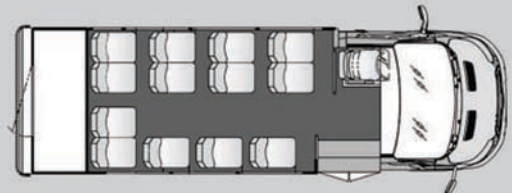
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**800.326.2877**  
**CreativeBusSales.com**



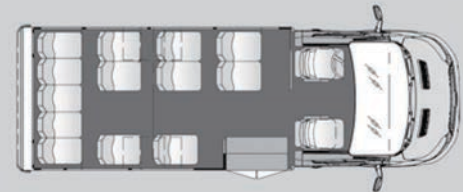
8 Passenger Two Wheelchairs Plus Driver



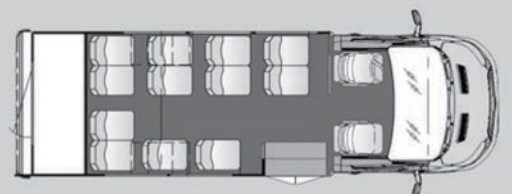
14 Passenger Plus Driver



13 Passenger Plus Rear Luggage Plus Driver



14 Passenger Plus Driver



13 Passenger Plus Rear Luggage Plus Driver



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

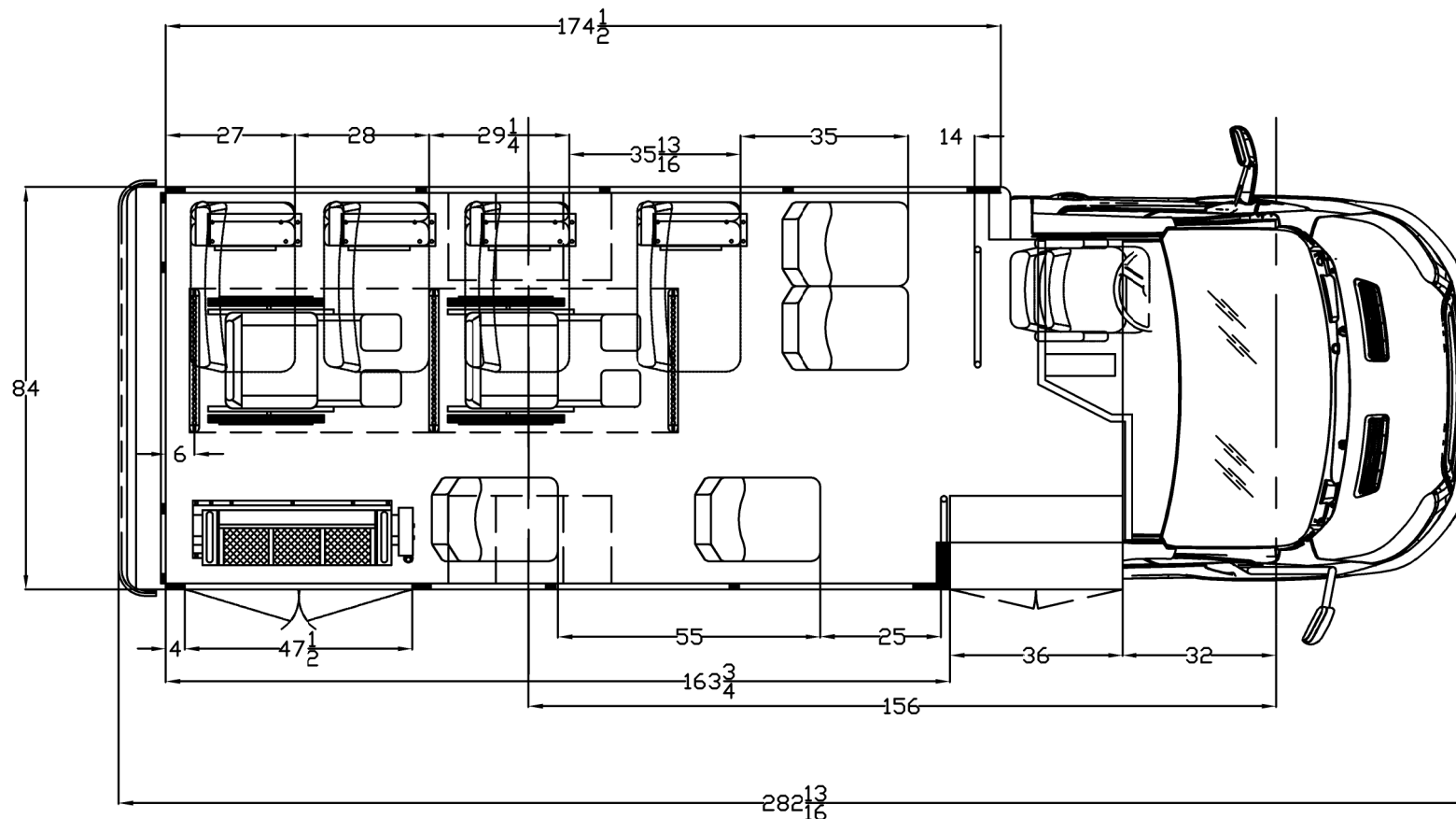
StarTrans Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.









NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
 CANDIDATE II TRANSIT 10,360 GVWR  
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON  
 RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
 OPTIONAL EQUIPMENT MAY BE SHOWN.  
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

# DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE  
 IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE  
 THE EXCLUSIVE PROPERTY OF STARTRANS BUS, A  
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 UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED  
 TO STARTRANS BUS, A DIVISION OF FOREST RIVER.

REV.  
 LET.

DESCRIPTION OF CHANGE

BY

CHK

DATE

ECN No.

TOLERANCE UNLESS  
 OTHERWISE SPECIFIED

WOOD OTHER

± 1/8" ± 1/16"

± 1" ± 1/2"

**STARTRANS** a division of Forest River, Inc.

DATE: 05/22/18 TITLE: 4 2 WC 156 WB  
 Transit Van Agreement 18-072 Page 138/303

NAME: JPC CANDIDATE II TRANSIT MODEL 22

DWG. No. 4 2 WC 4 DBL FOLDS 156 174 USA



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

1200 New Jersey Avenue SE  
Washington, D.C. 20590

December 16, 2014

Larry Hall  
Director of Engineering  
Starcraft Bus, Division of Forest River, Inc.  
2367 Century Drive  
Goshen, IN 46528

Dear Mr. Hall,

This is in response to your letters dated November 7, 2014 and November 13, 2014 and an email dated December 2, 2014 in which you requested assistance from the Federal Transit Administration (FTA) concerning the applicability of the Bus Testing Regulation (49 CFR Part 665) to Starcraft bus models being sold as Startrans bus models. In your letters, email and subsequent phone discussions you indicated that:

- Forest River Inc. has purchased the “Startrans” brand. As a result, Forest River intends to offer comparable Starcraft bus models branded as existing Startrans bus models and leverage the existing Startrans bus dealer network to deliver them to FTA grantees.
- The future Startrans bus models will be produced on the same production line as the comparable Starcraft bus models. The remaining Startrans bus production runs to fulfill open contracts will be completed on the Startrans production lines. Once those are completed, all future Startrans bus models will be Starcraft products.
- Starcraft would like to use the existing Starcraft bus testing reports as evidence of satisfying the Bus Testing regulation for the future Startrans bus models built on the Starcraft production lines. The corresponding Starcraft bus model for each Startrans bus model is provided in the table below. The test report for the Starcraft Allstar is PTI-BT-0518. This report also covers the Starlite bus model which is a narrow body version of the Allstar. The test report for the Allstar XL is PTI-BT-0815.

Existing Startrans Bus Model	Corresponding Starcraft Bus Model
<b>Senator II</b> Chassis: Ford E-350/450 & GM 3500/4500	<b>Allstar</b> Chassis: Ford E-350/450 & GM 3500/4500
<b>Senator II MFSAB</b> Chassis: Ford E-350/450 & GM 3500/4500	<b>Allstar</b> Chassis: Ford E-350/450 & GM 3500/4500
<b>Candidate II</b> Chassis: Ford E-350/450	<b>Starlite</b> Chassis: Ford E-350/450
<b>Senator II HD</b> Chassis: Ford F-450/550	<b>Allstar XL</b> Chassis: Ford F-450/550

You have asked FTA to determine if any testing will be required to offer the existing Starcraft bus models with the "Startrans" name as identified above. FTA has reviewed your request and has determined that the Starcraft Allstar, Starlite, and Allstar XL built on the Starcraft production line can be offered to FTA grantees as the Startrans Senator II, Senator II MFSAB, Candidate II, Senator II HD **without any additional testing**. Starcraft should submit the latest comparable chassis test report that reflects the correct chassis, fuel type and fuel conversion supplier (if an alternative fuel conversion) and powertrain of the Startrans bus being offered to FTA grantees. This report is in addition to submitting the applicable Starcraft test report (PTI-BT-0518 or PTI-BT-0815).

This determination is based on the changes outlined to FTA as stated above. Should you make any other changes to the bus models, additional testing may be required. Feel free to contact me at the address above, or by e-mail ([gregory.rymarz@dot.gov](mailto:gregory.rymarz@dot.gov)), fax (202-366-3765), or telephone (202-366-6410) with any other questions.

Sincerely,



Gregory Rymarz  
Bus Testing Program Manager  
Office of Mobility Innovation, TRI-12



U.S. Department  
of Transportation  
Federal Transit  
Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

## Office of Research Demonstration and Innovation

### TELEFAX COVER SHEET

**DATE:** 11/14/2002

**TO:** Art Henderson, Starcraft

**FAX/Phone:** (574) 533-6850 / (574) 320-3079

**FROM:** Marcel Belanger

**Phone:** (202) 366-0725

**FAX:** (202) 366-3765

**Room:** 9401

### MESSAGE:

Art,

Here is a copy of our response to your inquiry on testing requirements for the Starlite. Feel free to call if you have any questions.

Marcel

**Number of Pages:** Cover + 2

If you did not receive all of the pages, please contact Marcel Belanger, or my assistant at (202) 366-4035.





U.S. Department  
of Transportation  
Federal Transit  
Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

November 14, 2002

Mr. Arthur Henderson  
National Sales Manager  
Starcraft Bus & Mobility  
P.O. Box 1903  
2703 College Avenue  
Goshen, IN 46526

Dear Mr. Henderson:

This is in response to your letter dated October 31, 2002, in which you requested assistance from the Federal Transit Administration (FTA) concerning the applicability of the Bus Testing Regulation (49 CFR Part 665) to the Starlite bus model manufactured by Starcraft. Your letter states that the Starlite is the "same" as the previously tested Allstar model, "except for the width," and you submitted a package of specifications and drawings in support of that assertion.

You have asked FTA to confirm your interpretation that the Starlite is part of the same family of vehicles as the Allstar, and thus does not require further testing.

FTA has reviewed your request and accompanying documentation and has determined that **no additional testing** will be required for Starcraft to offer the Starlite in the 5-year, 150,000-mile service life category. This determination is based on the following conclusions drawn from information submitted by Starcraft or contained in our files:

- The Starlite is smaller and lighter overall than the Allstar, but otherwise is constructed with substantially the same design, using the same materials, cross sections, support spacing, and construction methods. The method and location of the body-to-chassis attachments are substantially the same.
- Both the Allstar and Starlite are built on mass-produced chassis differing only in the wheelbase.
- The Allstar model has been fully tested at Altoona in the 5-year, 150,000-mile service life category (Report No. 9814-01-99).

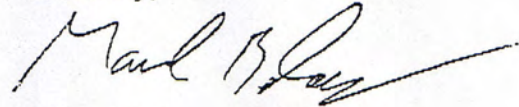
For the reasons stated above, FTA considers the Starlite to be part of the Allstar family of vehicles. Due to the greater size and GVWR of the Allstar, the existing test of the Allstar satisfies testing requirements for smaller vehicles in the Allstar family of vehicles. We would not

- 2 -

expect to obtain substantially different or more adverse data from additional testing of the Starlite.

This determination is based on the changes detailed in your letter or mentioned above. Should you make any other changes to the vehicle, additional testing may be required. If you require any further assistance with this or other matters concerning bus testing, please feel free to contact me at the address above, or by e-mail ([marcel.belanger@fta.dot.gov](mailto:marcel.belanger@fta.dot.gov)), fax (202-366-3765), or telephone (202-366-0725).

Sincerely,



Marcel Belanger  
Bus Testing Program Manager  
Office of Technology, TRI-20

O:\BUSTEST\Starcraft\Starcraft 103102 - Starlite.doc



**STURAA TEST**

**7 YEAR**

**200,000 MILE BUS**

**from**

**STARCRAFT BUS,**  
**A DIVISION of FOREST RIVER INC.**

**MODEL ALLSTAR -25**

**FEBRUARY 2006**

**PTI-BT-R0518**



**The Pennsylvania Transportation Institute**

201 Research Office Building (814) 865-1891  
The Pennsylvania State University  
University Park, PA 16802

**Bus Testing and Research Center**

2237 Old Route 220 N. (814) 695-3404  
Duncansville, PA 16635

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## EXECUTIVE SUMMARY

Starcraft Bus, a Division of Forest River Inc. submitted a model Allstar-25, gasoline-powered 17 seat (including the driver) 25-foot bus, for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 529.0 miles. Testing started on December 6, 2005 and was completed on February 14, 2006. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on December 14, 2005 and was completed on February 1, 2006.

The interior of the bus is configured with seating for 17 passengers including the driver + 1 wheelchair position. Free floor space will accommodate 10 standing passengers resulting in a potential capacity of 27 persons + 1 wheelchair position. At 150 lbs per person 600 lbs per wheelchair position, this load results in a measured gross vehicle weight of 13,950 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 13,950 lbs. The middle segment was performed at a seated load weight of 12,500 lbs and the final segment was performed at a curb weight of 9,510 lbs. Durability driving resulted in no unscheduled maintenance and failures.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no failures during the Structural Durability Test.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 13.75 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.224 inches with a permanent set ranging between -0.003 to 0.005 inches under a distributed static load of 10,725 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. Water leakage observed during the test at the top of the rear door between the door and the door frame.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear; therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 8.8 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.39 mpg, 6.90 mpg, and 10.17 mpg respectively; with an overall average of 7.32 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

## ABBREVIATIONS

ABTC	- Altoona Bus Test Center
A/C	- air conditioner
ADB	- advance design bus
ATA-MC	- The Maintenance Council of the American Trucking Association
CBD	- central business district
CW	- curb weight (bus weight including maximum fuel, oil, and coolant; but without passengers or driver)
dB(A)	- decibels with reference to 0.0002 microbar as measured on the "A" scale
DIR	- test director
DR	- bus driver
EPA	- Environmental Protection Agency
FFS	- free floor space (floor area available to standees, excluding ingress/egress areas, area under seats, area occupied by feet of seated passengers, and the vestibule area)
GVL	- gross vehicle load (150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space)
GVW	- gross vehicle weight (curb weight plus gross vehicle load)
GVWR	- gross vehicle weight rating
MECH	- bus mechanic
mpg	- miles per gallon
mph	- miles per hour
PM	- Preventive maintenance
PSBRTF	- Penn State Bus Research and Testing Facility
PTI	- Pennsylvania Transportation Institute
rpm	- revolutions per minute
SAE	- Society of Automotive Engineers
SCH	- test scheduler
SEC	- secretary
SLW	- seated load weight (curb weight plus 150 lb for every designed passenger seating position and for the driver)
STURAA	- Surface Transportation and Uniform Relocation Assistance Act
TD	- test driver
TECH	- test technician
TM	- track manager
TP	- test personnel



# TEST BUS CHECK-IN

## I. OBJECTIVE

The objective of this task is to log in the test bus, assign a bus number, complete the vehicle data form, and perform a safety check.

## II. TEST DESCRIPTION

The test consists of assigning a bus test number to the bus, cleaning the bus, completing the vehicle data form, obtaining any special information and tools from the manufacturer, determining a testing schedule, performing an initial safety check, and performing the manufacturer's recommended preventive maintenance. The bus manufacturer must certify that the bus meets all Federal regulations.

## III. DISCUSSION

The check-in procedure is used to identify in detail the major components and configuration of the bus.

The test bus consists of a Starcraft Bus, model Allstar-25. The bus has a front door, rear of the front axle, and a dedicated handicap entrance rear of the rear axle. Note: the test bus was not equipped with a handicap device. Power is provided by a gasoline-fueled, Ford Motor Co. model 6.8 L EFI V10 engine coupled to a Ford Motor Co. model Elec 5-spd AOD transmission.

The measured curb weight is 3,810 lbs for the front axle and 5,700 lbs for the rear axle. These combined weights provide a total measured curb weight of 9,510 lbs. There are 17 seats including the driver, 1 wheelchair position and room for 10 standing passengers bringing the total passenger capacity to 27 + 1 wheelchair position. Gross load is  $150 \text{ lb} \times 27 = 4,050 \text{ lbs} + 600 \text{ lbs (wheelchair position)} = 4,650 \text{ lbs}$ . At full capacity, the measured gross vehicle weight is 13,950 lbs.

## VEHICLE DATA FORM

Bus Number: 0518	Arrival Date: 12-6-05
Bus Manufacturer: Starcraft Bus	Vehicle Identification Number (VIN): 1FDXE45516HA98012
Model Number: Allstar-25	Date: 12-6-05
Personnel: S.C.	

WEIGHT:

Individual Wheel Reactions:

Weights (lb)	Front Axle		Middle Axle		Rear Axle	
	Right	Left	Right	Left	Right	Left
CW	1,970	1,840	N/A	N/A	2,930	2,770
SLW	2,180	2,080	N/A	N/A	4,170	4,070
GVW	2,370	2,250	N/A	N/A	4,750	4,580

Total Weight Details:

Weight (lb)	CW	SLW	GVW	GAWR
Front Axle	3,810	4,260	4,620	4,600
Middle Axle	N/A	N/A	N/A	N/A
Rear Axle	5,700	8,240	9,330	9,450
Total	9,510	12,500	13,950	GVWR: 14,050

Dimensions:

Length (ft/in)	25 / 11
Width (in)	98
Height (in)	112
Front Overhang (in)	33
Rear Overhang (in)	88
Wheel Base (in)	190
Wheel Track (in)	Front: 68.3
	Rear: 78.0

Bus Number: 0518	Date: 12-6-05
------------------	---------------

**CLEARANCES:**

Lowest Point Outside Front Axle	Location: Steering linkage	Clearance(in): 11.4
Lowest Point Outside Rear Axle	Location: Exhaust	Clearance(in): 11.2
Lowest Point between Axles	Location: Step	Clearance(in): 8.3
Ground Clearance at the center (in)	9.6	
Front Approach Angle (deg)	22.1	
Rear Approach Angle (deg)	9.5	
Ramp Clearance Angle (deg)	8.2	
Aisle Width (in)	17.1	
Inside Standing Height at Center Aisle (in)	92.2	

**BODY DETAILS:**

BODY DETAILS:			
Body Structural Type	Integral		
Frame Material	Steel		
Body Material	Aluminum, fiberglass & steel		
Floor Material	Plywood		
Roof Material	Fiberglass		
Windows Type	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Movable	
Window Mfg./Model No.	Safety DOT 269 / ASE M180		
Number of Doors	<u>1</u> Front	<u>1</u> Rear	
Mfr. / Model No.	A & M Systems / 2133.1/213380		
Dimension of Each Door (in)	Front - 32.6 x 81.5	Rear – 45.6 x 70.0	
Passenger Seat Type	<input type="checkbox"/> Cantilever	<input checked="" type="checkbox"/> Pedestal	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Freedman Seating Co. / Mid-Back Double		
Driver Seat Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input checked="" type="checkbox"/> Other (Cushion)
Mfr. / Model No.	Freedman Seating Co. / Hi-Back		
Number of Seats (including Driver)	17		

Bus Number: 0518	Date: 12-6-05
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#### BODY DETAILS (Contd..)

Free Floor Space ( ft <sup>2</sup> )	16.4
Height of Each Step at Normal Position (in)	Front 1. <u>10.0</u> 2. <u>9.6</u> 3. <u>10.1</u> 4. <u>N/A</u>
	Middle 1. <u>N/A</u> 2. <u>N/A</u> 3. <u>N/A</u> 4. <u>N/A</u>
	Rear 1. <u>N/A</u> 2. <u>N/A</u> 3. <u>N/A</u> 4. <u>N/A</u>
Step Elevation Change - Kneeling (in)	N/A

#### ENGINE

Type	<input type="checkbox"/> C.I.	<input type="checkbox"/> Alternate Fuel	
	<input checked="" type="checkbox"/> S.I.	<input type="checkbox"/> Other (explain)	
Mfr. / Model No.	Ford Motor Co. / 6.8 L EFI V10		
Location	<input checked="" type="checkbox"/> Front	<input type="checkbox"/> Rear	<input type="checkbox"/> Other (explain)
Fuel Type	<input checked="" type="checkbox"/> Gasoline	<input type="checkbox"/> CNG	<input type="checkbox"/> Methanol
	<input type="checkbox"/> Diesel	<input type="checkbox"/> LNG	<input type="checkbox"/> Other (explain)
Fuel Tank Capacity (indicate units)	55 gals		
Fuel Induction Type	<input checked="" type="checkbox"/> Injected	<input type="checkbox"/> Carburetion	
Fuel Injector Mfr. / Model No.	Ford Motor Co. / 6.8 L EFI V10		
Carburetor Mfr. / Model No.	N/A		
Fuel Pump Mfr. / Model No.	Ford Motor Co. / 6.8 L EFI V10		
Alternator (Generator) Mfr. / Model No.	Motorcraft / 3GF		
Maximum Rated Output (Volts / Amps)	14.4 / 110		
Air Compressor Mfr. / Model No.	N/A		
Maximum Capacity (ft <sup>3</sup> / min)	N/A		
Starter Type	<input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Pneumatic	<input type="checkbox"/> Other (explain)
Starter Mfr. / Model No.	Visteon / AY05J2		

Bus Number: 0518	Date: 12-6-05
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#### TRANSMISSION

Transmission Type	<input type="checkbox"/> Manual	<input checked="" type="checkbox"/> Automatic	
Mfr. / Model No.	Ford Motor Co. / Elec 5-spd AOD		
Control Type	<input checked="" type="checkbox"/> Mechanical	<input type="checkbox"/> Electrical	<input type="checkbox"/> Other
Torque Converter Mfr. / Model No.	Ford Motor Co. / Elec 5-spd AOD		
Integral Retarder Mfr. / Model No.	N/A		

#### SUSPENSION

Number of Axles	2		
Front Axle Type	<input checked="" type="checkbox"/> Independent	<input type="checkbox"/> Beam Axle	
Mfr. / Model No.	Ford Motor Co. / Twin I-Beam		
Axle Ratio (if driven)	N/A		
Suspension Type	<input checked="" type="checkbox"/> Air	<input type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	2		
Mfr. / Model No.	Motorcraft / C259Y2		
Middle Axle Type	<input type="checkbox"/> Independent	<input type="checkbox"/> Beam Axle	
Mfr. / Model No.	N/A		
Axle Ratio (if driven)	N/A		
Suspension Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	N/A		
Mfr. / Model No.	N/A		
Rear Axle Type	<input type="checkbox"/> Independent	<input checked="" type="checkbox"/> Beam Axle	
Mfr. / Model No.	Dana / Full Floating Dana 10.5H-D		
Axle Ratio (if driven)	4.56		
Suspension Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)

No. of Shock Absorbers	2
Mfr. / Model No.	Motorcraft / C260Y1

Bus Number: 0518	Date: 12-6-05
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#### WHEELS & TIRES

Front	Wheel Mfr./ Model No.	Ford / 8-Hole Disc, 16 x 6.0 Steel
	Tire Mfr./ Model No.	Michelin LTX / LT225/75R 16
Rear	Wheel Mfr./ Model No.	Ford / 8-Hole Disc, 16 x 6.0 Steel
	Tire Mfr./ Model No.	Michelin LTX / LT225/75R 16

#### BRAKES

Front Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	TRW / na		
Middle Axle Brakes Type	<input type="checkbox"/> Cam	<input type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	N/A		
Rear Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Kelsey Hayes / na		
Retarder Type	N/A		
Mfr. / Model No.	N/A		

#### HVAC

Heating System Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Other
Capacity (Btu/hr)	35,000		
Mfr. / Model No.	Ford Motor Co. / na		
Air Conditioner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Location	Dash & Interior ceiling		
Capacity (Btu/hr)	55,000		
A/C Compressor Mfr. / Model No.	Ford / O.E.M.		

#### STEERING

Steering Gear Box Type	Hydraulic gear
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Mfr. / Model No.	Ford / 6C22 3504 AA
Steering Wheel Diameter	15.0
Number of turns (lock to lock)	4.0

Bus Number: 0518	Date: 12-6-05
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#### OTHERS

Wheel Chair Ramps	Location: N/A	Type: N/A
Wheel Chair Lifts	Location: N/A	Type: N/A
Mfr. / Model No.	N/A	
Emergency Exit	Location: Windows Doors	Number: 3 1

#### CAPACITIES

Fuel Tank Capacity (units)	55 gals
Engine Crankcase Capacity (gallons)	1.5
Transmission Capacity (gallons)	4.4
Differential Capacity (gallons)	2.1
Cooling System Capacity (quarts)	8.2
Power Steering Fluid Capacity (gallons)	Not available.

**VEHICLE DATA FORM**

Bus Number: 0518	Date: 12-6-05
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**List all spare parts, tools and manuals delivered with the bus.**

Part Number	Description	Qty.
Michelin LTX M/S LT225/75R 16	Tires/wheels	6
XC2Z-2C026-BB	Brake rotors	2
FBUZ-1102-DA	Brake rotors	2
FA-1769	Air filter	1
FD-4606	Fuel water separator	1
FL-2016	Oil filter	1
AT-164-G F5UZ-18125-A	Shock absorber	2
AT-163-G F5UZ-18124-B	Shock absorber	2
FT-145	Transmission filter	1
FT-144	Screen assembly	1
BR1276 YU2Z-2V200-BA	Brake pads	1
1C3Z-2001-BA	Brake pads	1
2006 E-Series 6C2J19G219GA	Owner's guide	1
NA	Allstar Owner Manual	1
NA	Trans/Air owner manual	1

## COMPONENT/SUBSYSTEM INSPECTION FORM

Bus Number: 0518	Date: 12-6-05
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Subsystem	Checked	Comments
Air Conditioning Heating and Ventilation		
Body and Sheet Metal		
Frame		
Steering		
Suspension		
Interior/Seating		
Axles		
Brakes		
Tires/Wheels		
Exhaust		
Fuel System		Gasoline.
Power Plant		
Accessories		
Lift System		Not equipped with a handicap device.
Interior Fasteners		
Batteries		

## CHECK - IN



## STARCRAFT BUS MODEL ALLSTAR-25



# **1. MAINTAINABILITY**

## **1.1 ACCESSIBILITY OF COMPONENTS AND SUBSYSTEMS**

### **1.1-I. TEST OBJECTIVE**

The objective of this test is to check the accessibility of components and subsystems.

### **1.1-II. TEST DESCRIPTION**

Accessibility of components and subsystems is checked, and where accessibility is restricted the subsystem is noted along with the reason for the restriction.

### **1.1-III. DISCUSSION**

Accessibility, in general, was adequate. Components covered in Section 1.3 (repair and/or replacement of selected subsystems), along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.



## ACCESSIBILITY DATA FORM

Bus Number: 0518	Date: 2-9-06
------------------	--------------

Component	Checked	Comments
<b>ENGINE :</b>		
Oil Dipstick		
Oil Filler Hole		
Oil Drain Plug		
Oil Filter		
Fuel Filter		
Air Filter		
Belts		
Coolant Level		
Coolant Filler Hole		
Coolant Drain		
Spark / Glow Plugs		
Alternator		
Diagnostic Interface Connector		
<b>TRANSMISSION :</b>		
Fluid Dip-Stick		
Filler Hole		Fill through dip tube.
Drain Plug		
<b>SUSPENSION :</b>		
Bushings		
Shock Absorbers		
Air Springs	N/A	
Leveling Valves	N/A	
Grease Fittings		

## ACCESSIBILITY DATA FORM

Bus Number: 0518	Date: 2-9-06
------------------	--------------

Component	Checked	Comments
<b>HVAC :</b>		
A/C Compressor		
Filters		
Fans		
<b>ELECTRICAL SYSTEM :</b>		
Fuses		
Batteries		
Voltage regulator		Internal.
Voltage Converters	N/A	
Lighting		
<b>MISCELLANEOUS :</b>		
Brakes		
Handicap Lifts/Ramps	N/A	
Instruments		
Axles		
Exhaust		
Fuel System		
<b>OTHERS :</b>		

## **1.2 SERVICING, PREVENTIVE MAINTENANCE, AND REPAIR AND MAINTENANCE DURING TESTING**

### **1.2-I. TEST OBJECTIVE**

The objective of this test is to collect maintenance data about the servicing, preventive maintenance, and repair.

### **1.2.-II. TEST DESCRIPTION**

The test will be conducted by operating the NBM and collecting the following data on work order forms and a driver log.

1. Unscheduled Maintenance
  - a. Bus number
  - b. Date
  - c. Mileage
  - d. Description of malfunction
  - e. Location of malfunction (e.g., in service or undergoing inspection)
  - f. Repair action and parts used
  - g. Man-hours required
2. Scheduled Maintenance
  - a. Bus number
  - b. Date
  - c. Mileage
  - d. Engine running time (if available)
  - e. Results of scheduled inspections
  - f. Description of malfunction (if any)
  - g. Repair action and parts used (if any)
  - h. Man-hours required

The buses will be operated in accelerated durability service. While typical items are given below, the specific service schedule will be that specified by the manufacturer.

- A. Service
  1. Fueling
  2. Consumable checks
  3. Interior cleaning
- B. Preventive Maintenance
  4. Brake adjustments
  5. Lubrication
  6. 3,000 mi (or equivalent) inspection

7. Oil and filter change inspection
8. Major inspection
9. Tune-up

C. Periodic Repairs

1. Brake reline
2. Transmission change
3. Engine change
4. Windshield wiper motor change
5. Stoplight bulb change
6. Towing operations
7. Hoisting operations

### 1.2-III. DISCUSSION

Servicing and preventive maintenance were performed at manufacturer-specified intervals. The following Scheduled Maintenance Form lists the mileage, items serviced, the service interval, and amount of time required to perform the maintenance. Table 1 is a list of the lubricating products used in servicing. Finally, the Unscheduled Maintenance List along with Unscheduled Maintenance-related photographs is included in Section 5.7, Structural Durability. This list supplies information related to failures that occurred during the durability portion of testing. The Unscheduled Maintenance List includes the date and mileage at which the malfunction occurred, a description of the malfunction and repair, and the time required to perform the repair.

(Page 1 of 1)  
SCHEDULED MAINTENANCE  
**Starcraft Bus 0518**

DATE	TEST MILES	SERVICE	ACTIVITY	DOWN TIME	HOURS
12-21-05	1,185	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
01-06-06	2,375	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
01-13-06	4,131	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
01-18-06	5,137	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
01-24-06	6,407	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
01-31-06	7,404	P.M. / Inspection Fuel Economy Prep	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
02-01-06	7,500	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed. Oil changed. Oil, fuel, and air filters changed. Transmission oil and filter changed.	8.00	8.00

**Table 1. STANDARD LUBRICANTS**

The following is a list of Texaco lubricant products used in bus testing conducted by the Penn State University Altoona Bus Testing Center:

<u>ITEM</u>	<u>PRODUCT CODE</u>	<u>TEXACO DESCRIPTION</u>
Engine oil	#2112	URSA Super Plus SAE 30
Transmission oil	#1866	Automatic Trans Fluid Mercon/Dexron II Multipurpose
Gear oil	#2316	Multigear Lubricant EP SAE 80W90
Wheel bearing & Chassis grease	#1935	Starplex II



## 1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS

### 1.3-I. TEST OBJECTIVE

The objective of this test is to establish the time required to replace and/or repair selected subsystems.

### 1.3-II. TEST DESCRIPTION

The test will involve components that may be expected to fail or require replacement during the service life of the bus. In addition, any component that fails during the NBM testing is added to this list. Components to be included are:

1. Transmission
2. Alternator
3. Starter
4. Batteries
5. Windshield wiper motor

### 1.3-III. DISCUSSION

During the test, no additional components were removed for repair or replacement.

At the end of the test, the remaining items on the list were removed and replaced. The transmission assembly took 4.0 man-hours (two men 2.0 hrs) to remove and replace. The time required for repair/replacement of the four remaining components is given on the following Repair and/or Replacement Form.

### REPLACEMENT AND/OR REPAIR FORM

Subsystem	Replacement Time
Transmission	4.00 man hours
Wiper Motor	0.50 man hours
Starter	0.50 man hours
Alternator	0.50 man hours
Batteries	1.00 man hours

## **1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS**



### **TRANSMISSION REMOVAL AND REPLACEMENT (4.00 MAN HOURS)**



### **WIPER MOTOR REMOVAL AND REPLACEMENT (0.50 MAN HOURS)**

### **1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS CONT.**



#### **STARTER REMOVAL AND REPLACEMENT (0.50 MAN HOURS)**



#### **BATTERY REMOVAL AND REPLACEMENT (1.00 MAN HOURS)**

## **2. RELIABILITY - DOCUMENTATION OF BREAKDOWN AND REPAIR TIMES DURING TESTING**

### **2-I. TEST OBJECTIVE**

The objective of this test is to document unscheduled breakdowns, repairs, down time, and repair time that occur during testing.

### **2-II. TEST DESCRIPTION**

Using the driver log and unscheduled work order forms, all significant breakdowns, repairs, man-hours to repair, and hours out of service are recorded on the Reliability Data Form.

### **CLASS OF FAILURES**

Classes of failures are described below:

- (a) Class 1: Physical Safety. A failure that could lead directly to passenger or driver injury and represents a severe crash situation.
- (b) Class 2: Road Call. A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.
- (c) Class 3: Bus Change. A failure that requires removal of the bus from service during its assignments. The bus is operable to a rendezvous point with a replacement bus.
- (d) Class 4: Bad Order. A failure that does not require removal of the bus from service during its assignments but does degrade coach operation. The failure shall be reported by driver, inspector, or hostler.

### **2-III. DISCUSSION**

A listing of breakdowns and unscheduled repairs is accumulated during the Structural Durability Test. The following Reliability Data Form lists all unscheduled repairs under classes as defined above. These classifications are somewhat subjective as the test is performed on a test track with careful inspections every two hours. However, even on the road, there is considerable latitude on deciding how to handle many failures.

The classification of repairs according to subsystem is intended to emphasize those systems which had persistent minor or more serious problems. The bus submitted for testing encountered no failures during the Structural Durability Test.

### **3. SAFETY - A DOUBLE-LANE CHANGE (OBSTACLE AVOIDANCE)**

#### **3-I. TEST OBJECTIVE**

The objective of this test is to determine handling and stability of the bus by measuring speed through a double lane change test.

#### **3-II. TEST DESCRIPTION**

The Safety Test is a vehicle handling and stability test. The bus will be operated at SLW on a smooth and level test track. The bus will be driven through a double lane change course at increasing speed until the test is considered unsafe or a speed of 45 mph is reached. The lane change course will be set up using pylons to mark off two 12 foot center to center lanes with two 100 foot lane change areas 100 feet apart. The bus will begin in one lane, change to the other lane in a 100 foot span, travel 100 feet, and return to the original lane in another 100 foot span. This procedure will be repeated, starting first in the right-hand and then in the left-hand lane.

#### **3-III. DISCUSSION**

The double-lane change was performed in both right-hand and left-hand directions. The bus was able to safely negotiate the test course in both the right-hand and left-hand directions up to the maximum test speed of 45 mph.



## SAFETY DATA FORM

Bus Number: 0518	Date: 2-2-06
Personnel: B.S., S.C. & T.S.	

Temperature (°F): 35	Humidity (%): 93
Wind Direction: Calm	Wind Speed (mph): Calm
Barometric Pressure (in.Hg): 29.91	

<b>SAFETY TEST: DOUBLE LANE CHANGE</b>	
Maximum safe speed tested for double-lane change to left	45 mph
Maximum safe speed tested for double-lane change to right	45 mph
<b>Comments of the position of the bus during the lane change:</b> A safe profile was maintained through all portions of testing.	
<b>Comments of the tire/ground contact patch:</b> Tire/ground contact was maintained through all portions of testing.	

### **3. SAFETY**



**RIGHT - HAND APPROACH**



**LEFT - HAND APPROACH**

## **4. PERFORMANCE - AN ACCELERATION, GRADEABILITY, AND TOP SPEED TEST**

### **4-I. TEST OBJECTIVE**

The objective of this test is to determine the acceleration, gradeability, and top speed capabilities of the bus.

### **4-II. TEST DESCRIPTION**

In this test, the bus will be operated at SLW on the skid pad at the PSBRTF. The bus will be accelerated at full throttle from a standstill to a maximum "geared" or "safe" speed as determined by the test driver. The vehicle speed is measured using a Correvit non-contacting speed sensor. The times to reach speed between ten mile per hour increments are measured and recorded using a stopwatch with a lap timer. The time to speed data will be recorded on the Performance Data Form and later used to generate a speed vs. time plot and gradeability calculations.

### **4-III. DISCUSSION**

This test consists of three runs in both the clockwise and counterclockwise directions on the Test Track. Velocity versus time data is obtained for each run and results are averaged together to minimize any test variability which might be introduced by wind or other external factors. The test was performed up to a maximum speed of 50 mph. The fitted curve of velocity vs. time is attached, followed by the calculated gradeability results. The average time to obtain 50 mph was 13.75 seconds.

## PERFORMANCE DATA FORM

Bus Number: 0518		Date: 2-2-06	
Personnel: B.S., S.C. & T.S.			
Temperature (°F): 37		Humidity (%): 93	
Wind Direction: Calm		Wind Speed (mph): Calm	
Barometric Pressure (in.Hg): 29.91			
Air Conditioning compressor-OFF		___ Checked	
Ventilation fans-ON HIGH		___ Checked	
Heater pump motor-Off		___ Checked	
Defroster-OFF		___ Checked	
Exterior and interior lights-ON		___ Checked	
Windows and doors-CLOSED		___ Checked	
<b>ACCELERATION, GRADEABILITY, TOP SPEED</b>			
Counter Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	2.02	2.15	1.90
20 mph	3.77	4.24	3.84
30 mph	5.99	6.24	5.87
40 mph	9.68	9.84	9.43
Top Test Speed(mph) 50	14.09	14.40	14.20
Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	2.11	2.17	2.08
20 mph	3.88	4.14	3.86
30 mph	6.08	6.07	6.08
40 mph	9.36	9.28	9.30
Top Test Speed(mph) 50	13.42	13.08	13.33

0518.ACC

PERFORMANCE SUMMARY SHEET

BUS MANUFACTURER :Starcraft  
BUS MODEL :Allstar-25

BUS NUMBER :0518  
TEST DATE :2/2/06

TEST CONDITIONS :

-----  
TEMPERATURE (DEG F ) : 37.0  
WIND DIRECTION : calm  
WIND SPEED (MPH) : .0  
HUMIDITY (%) : 93  
BAROMETRIC PRESSURE (IN. HG) : 29.9  
-----

VEHICLE SPEED (MPH)	AVERAGE TIME (SEC)		
	CCW DIRECTION	CW DIRECTION	TOTAL
10.0	2.02	2.12	2.07
20.0	3.95	3.96	3.96
30.0	6.03	6.08	6.06
40.0	9.65	9.31	9.48
50.0	14.23	13.28	13.75

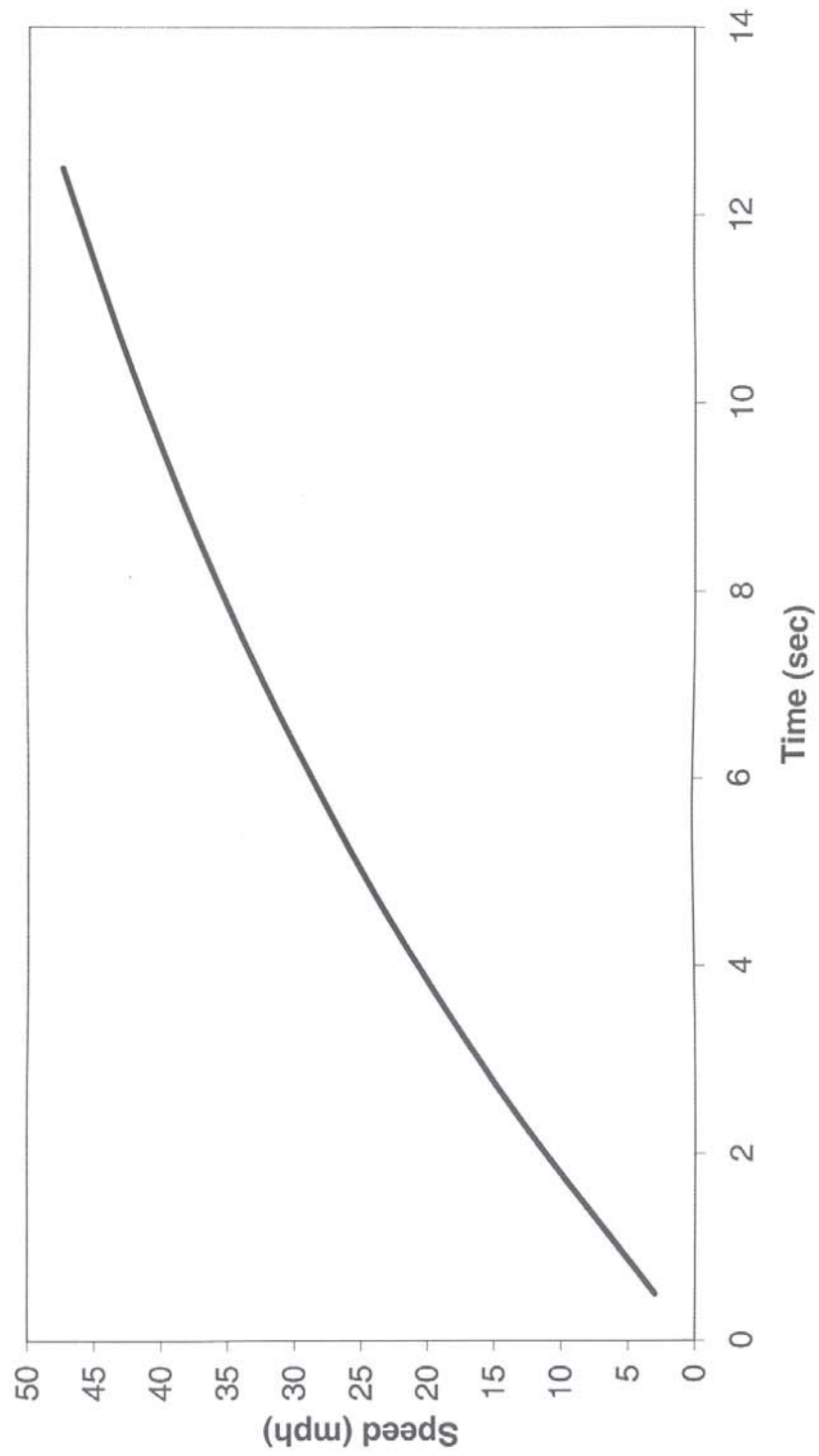
TEST SUMMARY :

VEHICLE SPEED (MPH)	TIME (SEC)	ACCELERATION (FT/SEC^2)	MAX. GRADE (%)
1.0	.16	8.9	28.6
5.0	.85	8.3	26.8
10.0	1.76	7.7	24.6
15.0	2.76	7.1	22.4
20.0	3.85	6.4	20.3
25.0	5.05	5.8	18.3
30.0	6.38	5.2	16.4
35.0	7.87	4.7	14.6
40.0	9.54	4.1	12.9
45.0	11.45	3.6	11.2
50.0	13.64	3.1	9.7

NOTE : Gradeability results were calculated from performance  
----- test data. Actual sustained gradeability performance  
for vehicles equipped with auto transmission may be  
lower than the values indicated here.

t

Velocity vs. Time  
Starcraft #0518





## 5. STRUCTURAL INTEGRITY

### 5.1 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL SHAKEDOWN TEST

#### 5.1-I. DISCUSSION

The objective of this test is to determine certain static characteristics (e.g., bus floor deflection, permanent structural deformation, etc.) under static loading conditions.

#### 5.1-II. TEST DESCRIPTION

In this test, the bus will be isolated from the suspension by blocking the vehicle under the suspension points. The bus will then be loaded and unloaded up to a maximum of three times with a distributed load equal to 2.5 times gross load. Gross load is 150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space. For a distributed load equal to 2.5 times gross load, place a 375-lb load on each seat and on every 1.5 sq ft of free floor space. The first loading and unloading sequence will "settle" the structure. Bus deflection will be measured at several locations during the loading sequences.

#### 5.1-III. DISCUSSION

This test was performed based on a maximum passenger capacity of 27 people including the driver and one wheelchair position. The resulting test load is  $(27 \times 375 \text{ lb}) = 10,125 \text{ lb} + 600 \text{ lbs (wheelchair position)} = 10,725 \text{ lbs}$ . The load is distributed evenly over the passenger space. Deflection data before and after each loading and unloading sequence is provided on the Structural Shakedown Data Form.

The unloaded height after each test becomes the original height for the next test. Some initial settling is expected due to undercoat compression, etc. After each loading cycle, the deflection of each reference point is determined. The bus is then unloaded and the residual (permanent) deflection is recorded. On the final test, the maximum loaded deflection was 0.224 inches at reference point 9. The maximum permanent deflection after the final loading sequence ranged from -0.003 inches at reference point 6 to 0.005 inches at reference points 1, 4 and 12.

## STRUCTURAL SHAKEDOWN DATA FORM

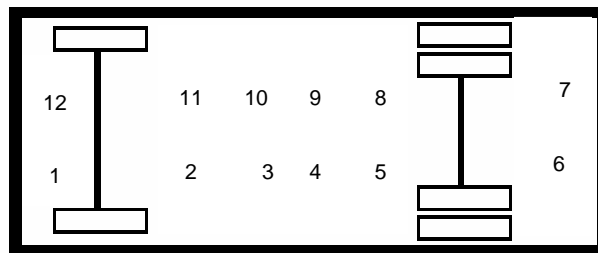
Bus Number: 0518	Date: 12-13-06
Personnel: D.L., E.L., K.D. & S.C.	Temperature (°F): 65
Loading Sequence: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3   (check one)	
Test Load (lbs): 10,725	

Indicate Approximate Location of Each Reference Point

Right

Front  
of  
Bus

Left



Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	0	-.085	-.085	-.015	-.015
2	0	.119	.119	.012	.012
3	0	.221	.221	.052	.052
4	0	.232	.232	.039	.039
5	0	.205	.205	.024	.024
6	0	-.066	-.066	-.011	-.011
7	0	-.015	-.015	-.021	-.021
8	0	.277	.277	.068	.068
9	0	.269	.269	.045	.045
10	0	.244	.244	.045	.045
11	0	.123	.123	.028	.028
12	0	-.009	-.009	-.011	-.011

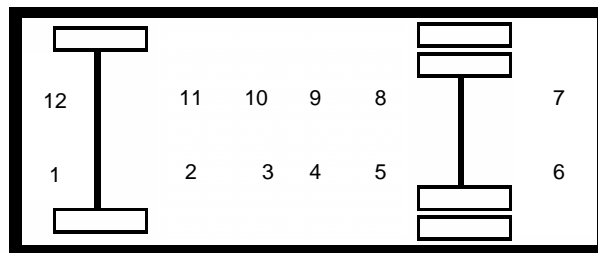
## STRUCTURAL SHAKEDOWN DATA FORM

Bus Number: 0518	Date: 12-13-05
Personnel: D.L., E.L., T.S. & S.C.	Temperature (°F):
Loading Sequence: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3   (check one)	
Test Load (lbs): 10,725	

Indicate Approximate Location of Each Reference Point

Right

Front  
of  
Bus



Left

Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	-.015	-.086	-.071	-.020	.005
2	.012	.120	.108	.015	.003
3	.052	.228	.176	.056	.004
4	.039	.233	.194	.044	.005
5	.024	.205	.181	.027	.003
6	-.011	-.061	-.050	-.008	-.003
7	-.021	-.010	.011	-.023	.002
8	.068	.285	.217	.070	.002
9	.045	.269	.224	.047	.002
10	.045	.245	.200	.046	.001
11	.028	.124	.096	.032	.004
12	-.011	-.010	.001	-.016	.005

## 5.1 STRUCTURAL SHAKEDOWN TEST



**DIAL INDICATORS IN POSITION  
BUS LOADED TO 2.5 TIMES GVL  
(10,725 LBS)**

## **5.2 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL DISTORTION**

### **5.2-I. TEST OBJECTIVE**

The objective of this test is to observe the operation of the bus subsystems when the bus is placed in a longitudinal twist simulating operation over a curb or through a pothole.

### **5.2-II. TEST DESCRIPTION**

With the bus loaded to GVWR, each wheel of the bus will be raised (one at a time) to simulate operation over a curb and the following will be inspected:

1. Body
2. Windows
3. Doors
4. Roof vents
5. Special seating
6. Undercarriage
7. Engine
8. Service doors
9. Escape hatches
10. Steering mechanism

Each wheel will then be lowered (one at a time) to simulate operation through a pothole and the same items inspected.

### **5.2-III. DISCUSSION**

The test sequence was repeated ten times. The first and last test is with all wheels level. The other eight tests are with each wheel 6 inches higher and 6 inches lower than the other three wheels.

All doors, windows, escape mechanisms, engine, steering and handicapped devices operated normally throughout the test. The undercarriage and body indicated no deficiencies. Water leakage was observed during the test at the top of the rear door between the door and the door frame. The results of this test are indicated on the following data forms.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input checked="" type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	Leak at top between door and door frame.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	Not equipped with a handicap device.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.



■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	Leak at top between door and door frame.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	Not equipped with a handicap device.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.



■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.



**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	Leak at top between door and door frame.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	Not equipped with a handicap device.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
(Note: Ten copies of this data sheet are required)

Bus Number: 0518	Date: 12-14-05
Personnel: T.S., E.L., D.L. & S.C.	Temperature(°F): 65

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input checked="" type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	Leak at top between door and door frame.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	Not equipped with a handicap device.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

## 5.2 STRUCTURAL DISTORTION TEST



**LEFT REAR WHEEL SIX INCHES LOWER**



**LEFT FRONT WHEEL SIX INCHES HIGHER**



## **5.3 STRUCTURAL STRENGTH AND DISTORTION TESTS - STATIC TOWING TEST**

### **5.3-I. TEST OBJECTIVE**

The objective of this test is to determine the characteristics of the bus towing mechanisms under static loading conditions.

### **5.3-II. TEST DESCRIPTION**

Utilizing a load-distributing yoke, a hydraulic cylinder is used to apply a static tension load equal to 1.2 times the bus curb weight. The load will be applied to both the front and rear, if applicable, towing fixtures at an angle of 20 degrees with the longitudinal axis of the bus, first to one side then the other in the horizontal plane, and then upward and downward in the vertical plane. Any permanent deformation or damage to the tow eyes or adjoining structure will be recorded.

### **5.3-III. DISCUSSION**

The test bus submitted for testing was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed.

## **5.4 STRUCTURAL STRENGTH AND DISTORTION TESTS - DYNAMIC TOWING TEST**

### **5.4-I. TEST OBJECTIVE**

The objective of this test is to verify the integrity of the towing fixtures and determine the feasibility of towing the bus under manufacturer specified procedures.

### **5.4-II. TEST DESCRIPTION**

This test requires the bus be towed at curb weight using the specified equipment and instructions provided by the manufacturer and a heavy-duty wrecker. The bus will be towed for 5 miles at a speed of 20 mph for each recommended towing configuration. After releasing the bus from the wrecker, the bus will be visually inspected for any structural damage or permanent deformation. All doors, windows and passenger escape mechanisms will be inspected for proper operation.

### **5.4-III. DISCUSSION**

The bus was towed using a heavy-duty wrecker. The towing interface was accomplished by incorporating a hydraulic under lift. A front lift tow was performed. Rear towing is not recommended. No problems, deformation, or damage was noted during testing.

## DYNAMIC TOWING TEST DATA FORM

Bus Number: 0518	Date: 2-13-06
Personnel: T.S. & S.C.	

Temperature (°F): 32	Humidity (%): 59
Wind Direction: NW	Wind Speed (mph): 8
Barometric Pressure (in.Hg): 30.05	

<b>Inspect tow equipment-bus interface.</b>
<b>Comments:</b> A safe and adequate connection was made between the tow equipment and the bus.
<b>Inspect tow equipment-wrecker interface.</b>
<b>Comments:</b> A safe and adequate connection was made between the tow equipment and the wrecker.
<b>Towing Comments:</b> A front lift tow was performed incorporating a hydraulic under lift wrecker.
<b>Description and location of any structural damage:</b> None noted.
<b>General Comments:</b> No problems were encountered with the tow or towing interface.

## 5.4 DYNAMIC TOWING TEST



### TOWING INTERFACE

## 5.5 STRUCTURAL STRENGTH AND DISTORTION TESTS – JACKING TEST

### 5.5-I. TEST OBJECTIVE

The objective of this test is to inspect for damage due to the deflated tire, and determine the feasibility of jacking the bus with a portable hydraulic jack to a height sufficient to replace a deflated tire.

### 5.5-II. TEST DESCRIPTION

With the bus at curb weight, the tire(s) at one corner of the bus are replaced with deflated tire(s) of the appropriate type. A portable hydraulic floor jack is then positioned in a manner and location specified by the manufacturer and used to raise the bus to a height sufficient to provide 3-in clearance between the floor and an inflated tire. The deflated tire(s) are replaced with the original tire(s) and the hack is lowered. Any structural damage or permanent deformation is recorded on the test data sheet. This procedure is repeated for each corner of the bus.

### 5.5-III. DISCUSSION

The jack used for this test has a minimum height of 8.75 inches. During the deflated portion of the test, the jacking point clearances ranged from 8.8 inches to 20.1 inches. No deformation or damage was observed during testing. A complete listing of jacking point clearances is provided in the Jacking Test Data Form.

### JACKING CLEARANCE SUMMARY

Condition	Frame Point Clearance
Front axle – one tire flat	15.3"
Rear axle – one tire flat	20.1"
Rear axle – two tires flat	17.7"

## JACKING TEST DATA FORM

Bus Number: 0518	Date: 12-7-05
Personnel: E.L. & D.L.	Temperature (°F): 68

Record any permanent deformation or damage to bus as well as any difficulty encountered during jacking procedure.

Deflated Tire	Jacking Pad Clearance Body/Frame (in)	Jacking Pad Clearance Axle/Suspension (in)	Comments
Right front	17.3 " I 15.3 " D	11.2 " I 9.3 " D	None noted.
Left front	17.3 " I 15.3 " D	11.3 " I 9.3 " D	"
Right rear—outside	20.2 " I 20.1 " D	11.4 " I 11.2 " D	"
Right rear—both	20.2 " I 17.7 " D	11.4 " I 8.9 " D	"
Left rear—outside	20.3 " I 20.1 " D	11.4 " I 11.1 " D	"
Left rear—both	20.3 " I 17.7 " D	11.4 " I 8.8 " D	"
Right middle or tag—outside	NA	NA	
Right middle or tag—both	NA	NA	
Left middle or tag—outside	NA	NA	
Left middle or tag—both	NA	NA	
<b>Additional comments of any deformation or difficulty during jacking:</b>			
None noted.			

## **5.6 STRUCTURAL STRENGTH AND DISTORTION TESTS - HOISTING TEST**

### **5.6-I. TEST OBJECTIVE**

The objective of this test is to determine possible damage or deformation caused by the jack/stands.

### **5.6-II. TEST DESCRIPTION**

With the bus at curb weight, the front end of the bus is raised to a height sufficient to allow manufacturer-specified placement of jack stands under the axles or jacking pads independent of the hoist system. The bus will be checked for stability on the jack stands and for any damage to the jacking pads or bulkheads. The procedure is repeated for the rear end of the bus. The procedure is then repeated for the front and rear simultaneously.

### **5.6-III. DISCUSSION**

The test was conducted using four posts of a six-post electric lift and standard 19 inch jack stands. The bus was hoisted from the front wheel, rear wheel, and then the front and rear wheels simultaneously and placed on jack stands.

The bus easily accommodated the placement of the vehicle lifts and jack stands and the procedure was performed without any instability noted.



## HOISTING TEST DATA FORM

Bus Number: 0518	Date: 12-12-05
Personnel: T.S. & S.C.	Temperature (°F): 66

<b>Comments of any structural damage to the jacking pads or axles while both the front wheels are supported by the jack stands:</b>
None noted.
<b>Comments of any structural damage to the jacking pads or axles while both the rear wheels are supported by the jack stands:</b>
None noted.
<b>Comments of any structural damage to the jacking pads or axles while both the front and rear wheels are supported by the jack stands:</b>
None noted.

## 5.7 STRUCTURAL DURABILITY TEST

### 5.7-I. TEST OBJECTIVE

The objective of this test is to perform an accelerated durability test that approximates up to 25 percent of the service life of the vehicle.

### 5.7-II. TEST DESCRIPTION

The test vehicle is driven a total of 7,500 miles; approximately 5,000 miles on the PSBRTF Durability Test Track and approximately 2,500 miscellaneous other miles. The test will be conducted with the bus operated under three different loading conditions. The first segment will consist of approximately 3,000 miles with the bus operated at GVW. The second segment will consist of approximately 1,500 miles with the bus operated at SLW. The remainder of the test, approximately 3,000 miles, will be conducted with the bus loaded to CW. If GVW exceeds the axle design weights, then the load will be adjusted to the axle design weights and the change will be recorded. All subsystems are run during these tests in their normal operating modes. All recommended manufacturers servicing is to be followed and noted on the vehicle maintainability log. Servicing items accelerated by the durability tests will be compressed by 10:1; all others will be done on a 1:1 mi/mi basis. Unscheduled breakdowns and repairs are recorded on the same log as are any unusual occurrences as noted by the driver. Once a week the test vehicle shall be washed down and thoroughly inspected for any signs of failure.

### 5.7-III. DISCUSSION

The Structural Durability Test was started on December 14, 2005 and was conducted until February 1, 2006. The first 3,000 miles were performed at a GVW of 13,950 lbs. and completed on January 6, 2006. The next 1,500 mile SLW segment was performed at 12,500 lbs and completed on January 16, 2006, and the final 3,000 mile segment was performed at a CW of 9,510 lbs and completed on February 1, 2006.

The following mileage summary presents the accumulation of miles during the Structural Durability Test. The driving schedule is included, showing the operating duty cycle. A detailed plan view of the Test Track Facility and Durability Test Track are attached for reference. Also, a durability element profile detail shows all the measurements of the different conditions. The test bus encountered no failures during the Structural Durability Test.

**STARCRAFT - TEST BUS #0518**  
**MILEAGE DRIVEN/RECORDED FROM DRIVERS= LOGS**

DATE	TOTAL DURABILITY TRACK	TOTAL OTHER MILES	TOTAL
12/12/05 TO 12/18/05	496.00	74.00	570.00
12/19/05 TO 12/25/05	801.00	138.00	939.00
12/26/05 TO 01/01/06	0.00	0.00	0.00
01/02/06 TO 01/08/06	703.00	309.00	1012.00
01/09/06 TO 01/15/06	889.00	875.00	1764.00
01/16/06 TO 01/22/06	972.00	728.00	1700.00
01/23/06 TO 01/29/06	1139.00	180.00	1319.00
01/30/06 TO 02/05/06	0.00	196.00	196.00
TOTAL	5000.00	2500.00	7500.00

Table 4. Driving Schedule for Bus Operation on the Durability Test Track.

STANDARD OPERATING SCHEDULE

Monday through Friday		
	HOUR	ACTION
Shift 1	midnight	D
	1:40 am	C
	1:50 am	B
	2:00 am	D
	3:35 am	C
	3:45 am	B
	4:05 am	D
	5:40 am	C
	5:50 am	B
	6:00 am	D
	7:40 am	C
Shift 2	7:50 am	F
	8:00 am	D
	9:40 am	C
	9:50 am	B
	10:00 am	D
	11:35 am	C
	11:45 am	B
	12:05 pm	D
	1:40 pm	C
	1:50 pm	B
	2:00 pm	D
Shift 3	3:40 pm	C
	3:50 pm	F
	4:00 pm	D
	5:40 pm	C
	5:50 pm	B
	6:00 pm	D
	7:40 pm	C
	7:50 pm	B
	8:05 pm	D
	9:40 pm	C
	9:50 pm	B
	10:00 pm	D
	11:40 pm	C
	11:50 pm	F

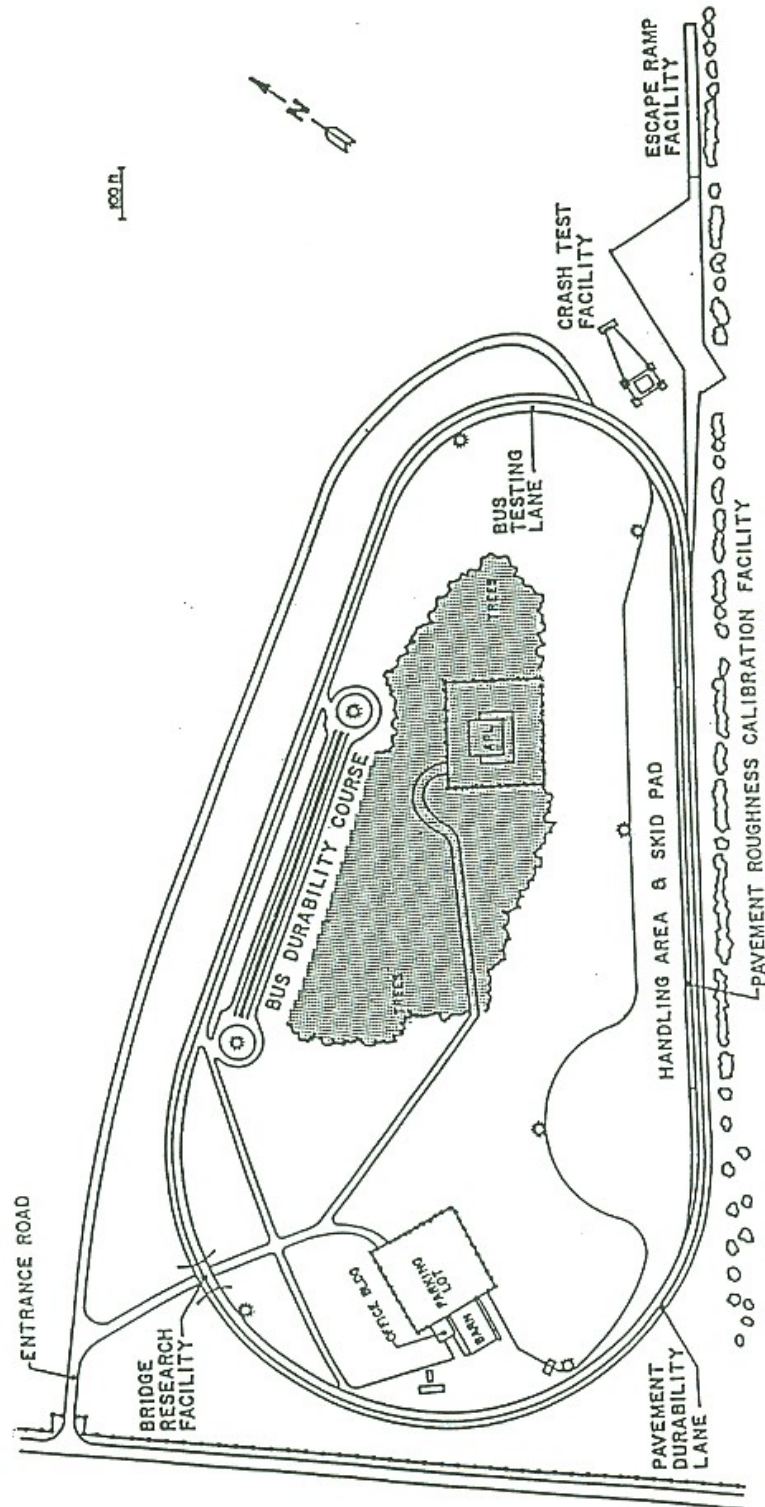
B—Break

C—Cycle all systems five times, visual inspection, driver's log entries

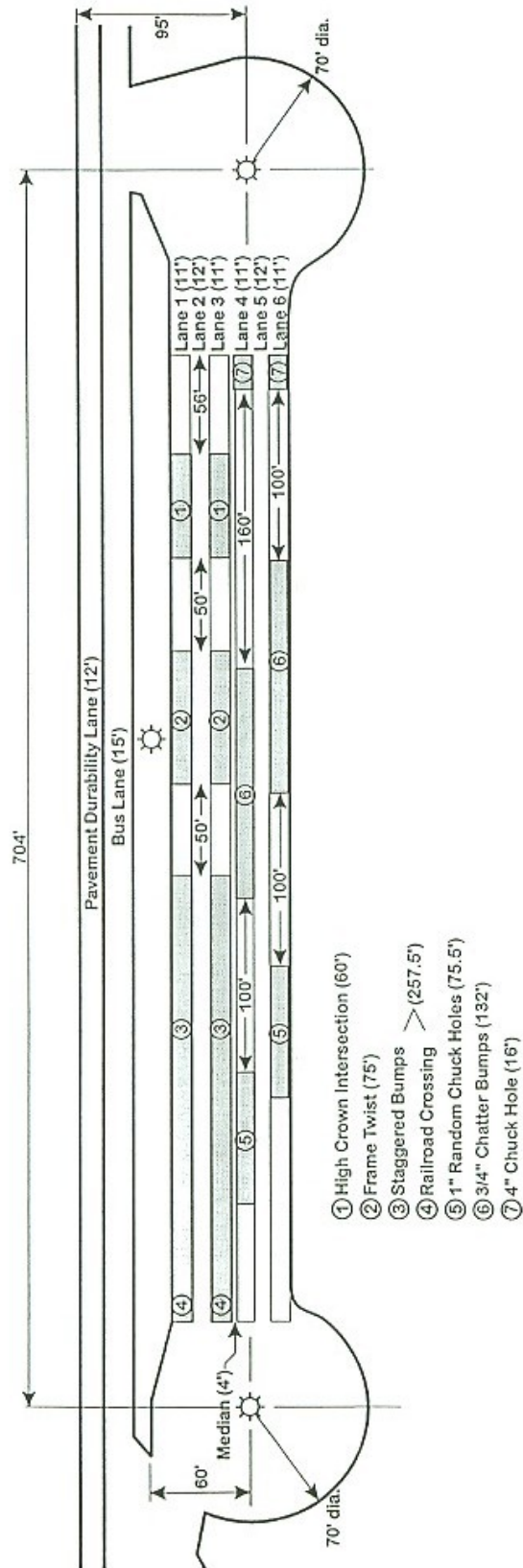
D—Drive bus as specified by procedure

F—Fuel bus, complete driver's log shift entries

# **“PLAN VIEW OF PENN STATE BUS TESTING AND RESEARCH FACILITY”**



**BUS TESTING AND RESEARCH TEST TRACK  
UNIVERSITY PARK, PA**

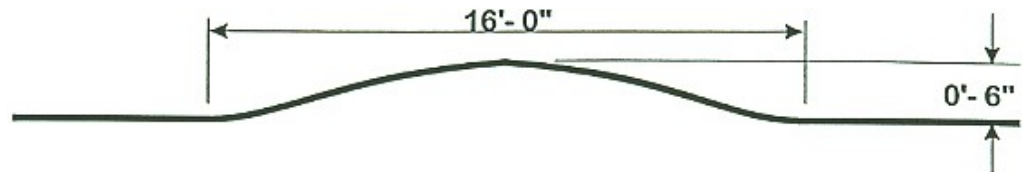


# Plan View

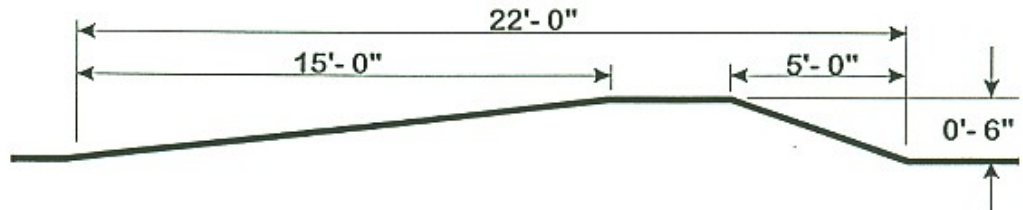
## Vehicle Durability Test Track

The Pennsylvania Transportation Institute  
Penn State

Staggered  
Bumps  
(10 mph)



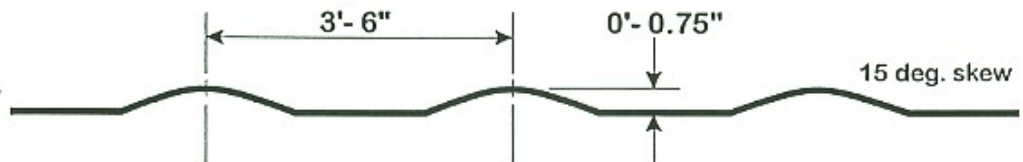
Railroad  
Crossing  
(8 mph)



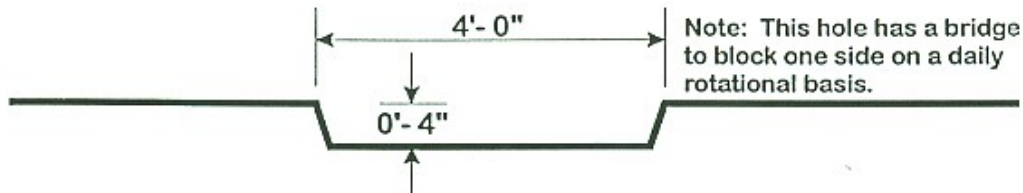
1" Random  
Chuck Holes  
(20 mph)



Chatter Bumps  
(20 mph)

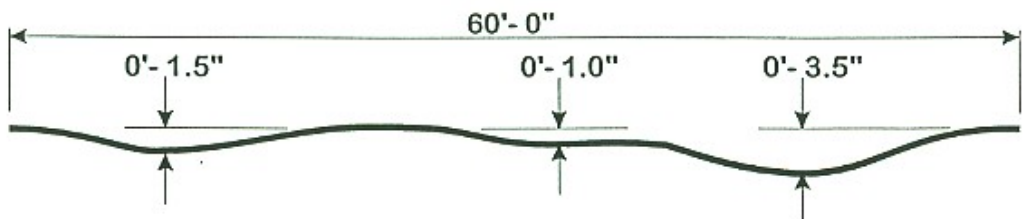


4" Chuck Hole  
(5 mph)

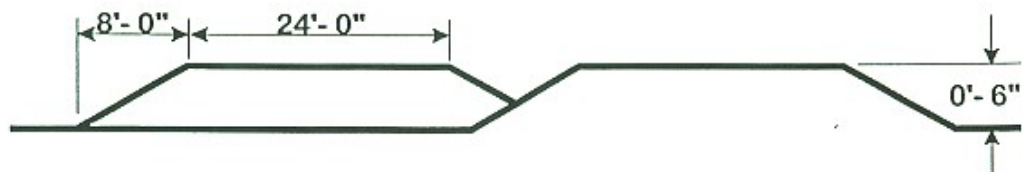


Note: This hole has a bridge to block one side on a daily rotational basis.

High Crown  
Intersection  
(20 mph)



Frame Twist  
(10 mph)



## Durability Element Profiles

The Pennsylvania Transportation Institute  
Penn State



## **6. FUEL ECONOMY TEST - A FUEL CONSUMPTION TEST USING AN APPROPRIATE OPERATING CYCLE**

### **6-I. TEST OBJECTIVE**

The objective of this test is to provide accurate comparable fuel consumption data on transit buses produced by different manufacturers. This fuel economy test bears no relation to the calculations done by the Environmental Protection Agency (EPA) to determine levels for the Corporate Average Fuel Economy Program. EPA's calculations are based on tests conducted under laboratory conditions intended to simulate city and highway driving. This fuel economy test, as designated here, is a measurement of the fuel expended by a vehicle traveling a specified test loop under specified operating conditions. The results of this test will not represent actual mileage but will provide data that can be used by recipients to compare buses tested by this procedure.

### **6-II. TEST DESCRIPTION**

This test requires operation of the bus over a course based on the Transit Coach Operating Duty Cycle (ADB Cycle) at seated load weight using a procedure based on the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82. The procedure has been modified by elimination of the control vehicle and by modifications as described below. The inherent uncertainty and expense of utilizing a control vehicle over the operating life of the facility is impractical.

The fuel economy test will be performed as soon as possible (weather permitting) after the completion of the GVW portion of the structural durability test. It will be conducted on the bus test lane at the Penn State Test Facility. Signs are erected at carefully measured points which delineate the test course. A test run will comprise 3 CBD phases, 2 Arterial phases, and 1 Commuter phase. An electronic fuel measuring system will indicate the amount of fuel consumed during each phase of the test. The test runs will be repeated until there are at least two runs in both the clockwise and counterclockwise directions in which the fuel consumed for each run is within  $\nabla$  4 percent of the average total fuel used over the 4 runs. A 20-minute idle consumption test is performed just prior to and immediately after the driven portion of the fuel economy test. The amount of fuel consumed while operating at normal/low idle is recorded on the Fuel Economy Data Form. This set of four valid runs along with idle consumption data comprise a valid test.

The test procedure is the ADB cycle with the following four modifications:

1. The ADB cycle is structured as a set number of miles in a fixed time in the following order: CBD, Arterial, CBD, Arterial, CBD, and Commuter. A separate idle fuel consumption measurement is performed at the beginning and end of the fuel economy test. This phase sequence permits the reporting of fuel consumption for each of these phases separately, making the data more useful to bus manufacturers and transit properties.
2. The operating profile for testing purposes shall consist of simulated transit type service at seated load weight. The three test phases (figure 6-1) are: a central business district (CBD) phase of 2 miles with 7 stops per mile and a top speed of 20 mph; an arterial phase of 2 miles with 2 stops per mile and a top speed of 40 mph; and a commuter phase of 4 miles with 1 stop and a maximum speed of 40 mph. At each designated stop the bus will remain stationary for seven seconds. During this time, the passenger doors shall be opened and closed.
3. The individual ADB phases remain unaltered with the exception that 1 mile has been changed to 1 lap on the Penn State Test Track. One lap is equal to 5,042 feet. This change is accommodated by adjusting the cruise distance and time.
4. The acceleration profile, for practical purposes and to achieve better repeatability, has been changed to "full throttle acceleration to cruise speed".

Several changes were made to the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82:

1. Sections 1.1, and 1.2 only apply to diesel, gasoline, methanol, and any other fuel in the liquid state (excluding cryogenic fuels).

1.1 SAE 1376 July 82 requires the use of at least a 16-gal fuel tank. Such a fuel tank when full would weigh approximately 160 lb. It is judged that a 12-gal tank weighing approximately 120 lb will be sufficient for this test and much easier for the technician and test personnel to handle.

1.2 SAE 1376 July 82 mentions the use of a mechanical scale or a flowmeter system. This test procedure uses a load cell readout combination that provides an accuracy of 0.5 percent in weight and permits on-board weighing of the gravimetric tanks at the end of each phase. This modification permits the determination of a fuel economy value for each phase as well as the overall cycle.

2. Section 2.1 applies to compressed natural gas (CNG), liquefied natural gas (LNG), cryogenic fuels, and other fuels in the vapor state.

2.1 A laminar type flowmeter will be used to determine the fuel consumption. The pressure and temperature across the flow element will be monitored by the flow computer. The flow computer will use this data to calculate the gas flow rate. The flow computer will also display the flow rate (scfm) as well as the total fuel used (scf). The total fuel used (scf) for each phase will be recorded on the Fuel Economy Data Form.

3. Use both Sections 1 and 2 for dual fuel systems.

## FUEL ECONOMY CALCULATION PROCEDURE

### **A. For diesel, gasoline, methanol and fuels in the liquid state.**

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (pounds); standard reference values-- density of water at 60EF (8.3373 lbs/gal) and volumetric heating value of standard fuel; and test fuel specific gravity (unitless) and volumetric heating value (BTU/gal). These combine to give a fuel economy in miles per gallon (mpg) which is corrected to a standard gallon of fuel referenced to water at 60EF. This eliminates fluctuations in fuel economy due to fluctuations in fuel quality. This calculation has been programmed into a computer and the data processing is performed automatically.

The fuel economy correction consists of three steps:

- 1.) Divide the number of miles of the phase by the number of pounds of fuel consumed

phase	miles per phase	total miles per run
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$FE_{o_{mi/lb}} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{lb of fuel}}$$

- 2.) Convert the observed fuel economy to miles per gallon [mpg] by multiplying by the specific gravity of the test fuel  $G_s$  (referred to water) at 60EF and multiply by the density of water at 60EF

$$FE_{\text{mpg}} = FE_{\text{mi/lb}} \times G_s \times G_w$$

where  $G_s$  = Specific gravity of test fuel at 60EF (referred to water)  
 $G_w$  = 8.3373 lb/gal

- 3.) Correct to a standard gallon of fuel by dividing by the volumetric heating value of the test fuel ( $H$ ) and multiplying by the volumetric heating value of standard reference fuel ( $Q$ ). Both heating values must have the same units.

$$FE_c = FE_{\text{mpg}} \times \frac{Q}{H}$$

where

$H$  = Volumetric heating value of test fuel [BTU/gal]  
 $Q$  = Volumetric heating value of standard reference fuel

Combining steps 1-3 yields

$$\Rightarrow FE_c = \frac{\text{miles}}{\text{lbs}} \times (G_s \times G_w) \times \frac{Q}{H}$$

- 4.) Covert the fuel economy from mpg to an energy equivalent of miles per BTU. Since the number would be extremely small in magnitude, the energy equivalent will be represented as miles/BTUx10<sup>6</sup>.

$Eq$  = Energy equivalent of converting mpg to mile/BTUx10<sup>6</sup>.

$$Eq = ((\text{mpg})/(H)) \times 10^6$$

## B. CNG, LNG, cryogenic and other fuels in the vapor state.

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (scf); density of test fuel, and volumetric heating value (BTU/lb) of test fuel at standard conditions ( $P=14.73$  psia and  $T=60$  EF).

These combine to give a fuel economy in miles per lb. The energy equivalent (mile/BTUx10<sup>6</sup>) will also be provided so that the results can be compared to buses that use other fuels.

- 1.) Divide the number of miles of the phase by the number of standard cubic feet (scf) of fuel consumed.

phase	miles per phase	total miles per run
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$\text{FEO}_{\text{mi/scf}} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{scf of fuel}}$$

- 2.) Convert the observed fuel economy to miles per lb by dividing FEO by the density of the test fuel at standard conditions (Lb/ft<sup>3</sup>).

**Note: The density of test fuel must be determined at standard conditions as described above. If the density is not defined at the above standard conditions, then a correction will be needed before the fuel economy can be calculated.**

$$\text{FEO}_{\text{mi/lb}} = \text{FEO} / \text{Gm}$$

where Gm = Density of test fuel at standard conditions

- 3.) Convert the observed fuel economy (FEOmi/lb) to an energy equivalent of (miles/BTUx10<sup>6</sup>) by dividing the observed fuel economy (FEOmi/lb) by the heating value of the test fuel at standard conditions.

$$\text{Eq} = ((\text{FEOmi/lb})/\text{H}) \times 10^6$$

where

Eq = Energy equivalent of miles/lb to mile/BTUx10<sup>6</sup>

H = Volumetric heating value of test fuel at standard conditions

### 6-III. DISCUSSION

This is a comparative test of fuel economy using unleaded gasoline fuel with a heating value of 20,025.0 btu/lb. The driving cycle consists of Central Business District (CBD), Arterial (ART), and Commuter (COM) phases as described in 6-II. The fuel consumption for each driving cycle and for idle is measured separately. The results are corrected to a reference fuel with a volumetric heating value of 127,700.0 btu/gal.

An extensive pretest maintenance check is made including the replacement of all lubrication fluids. The details of the pretest maintenance are given in the first three Pretest Maintenance Forms. The fourth sheet shows the Pretest Inspection. The next sheet shows the correction calculation for the test fuel. The next four Fuel Economy Forms provide the data from the four test runs. Finally, the summary sheet provides the average fuel consumption. The overall average is based on total fuel and total mileage for each phase. The overall average fuel consumption values were; CBD – 6.39 mpg, ART – 6.90 mpg, and COM – 10.17 mpg. Average fuel consumption at idle was 4.10 lb/hr (0.65 gph).

## FUEL ECONOMY PRE-TEST MAINTENANCE FORM

Bus Number: 0518	Date: 1-30-06	SLW (lbs): 12,500
Personnel: T.S., E.L. & D.L.		

FUEL SYSTEM	OK	Date	Initials
Install fuel measurement system		1/30/06	T.S.
Replace fuel filter		1/30/06	T.S.
Check for fuel leaks		1/30/06	T.S.
Specify fuel type (refer to fuel analysis)	Gasoline		
Remarks: None noted.			
BRAKES/TIRES	OK	Date	Initials
Inspect hoses		1/30/06	T.S.
Inspect brakes		1/30/06	T.S.
Relube wheel bearings		1/30/06	T.S.
Check tire inflation pressures (mfg. specs.)		1/30/06	T.S.
Remarks: None noted.			
COOLING SYSTEM	OK	Date	Initials
Check hoses and connections		1/30/06	D.L.
Check system for coolant leaks		1/30/06	D.L.
Remarks: None noted.			



## FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 2)

Bus Number: 0518	Date: 1-30-06		
Personnel: T.S., E.L. & D.L.			
ELECTRICAL SYSTEMS	OK	Date	Initials
Check battery		1/30/06	T.S.
Inspect wiring		1/30/06	T.S.
Inspect terminals		1/30/06	T.S.
Check lighting		1/30/06	T.S.
Remarks: None noted.			
DRIVE SYSTEM	OK	Date	Initials
Drain transmission fluid		1/30/06	D.L.
Replace filter/gasket		1/30/06	E.L.
Check hoses and connections		1/30/06	D.L.
Replace transmission fluid		1/30/06	E.L.
Check for fluid leaks		1/30/06	E.L.
Remarks: None noted.			
LUBRICATION	OK	Date	Initials
Drain crankcase oil		1/30/06	E.L.
Replace filters		1/30/06	D.L.
Replace crankcase oil		1/30/06	T.S.
Check for oil leaks		1/30/06	E.L.
Check oil level		1/30/06	T.S.
Lube all chassis grease fittings		1/30/06	E.L.
Lube universal joints		1/30/06	E.L.
Replace differential lube including axles		1/30/06	D.L.
Remarks: None noted.			

## FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 3)

Bus Number: 0518	Date: 1-30-06		
Personnel: T.S., E.L. & D.L.			
EXHAUST/EMISSION SYSTEM	OK	Date	Initials
Check for exhaust leaks		1/30/06	T.S.
Remarks: None noted.			
ENGINE	OK	Date	Initials
Replace air filter		1/30/06	E.L.
Inspect air compressor and air system	N/A	1/30/06	E.L.
Inspect vacuum system, if applicable		1/30/06	D.L.
Check and adjust all drive belts		1/30/06	E.L.
Check cold start assist, if applicable	N/A	1/30/06	E.L.
Remarks: None noted.			
STEERING SYSTEM	OK	Date	Initials
Check power steering hoses and connectors		1/30/06	E.L.
Service fluid level		1/30/06	E.L.
Check power steering operation		1/30/06	E.L.
Remarks: None noted.			
	OK	Date	Initials
Ballast bus to seated load weight		1/30/06	T.S.
TEST DRIVE	OK	Date	Initials
Check brake operation		1/30/06	T.S.
Check transmission operation		1/30/06	T.S.
Remarks: None noted.			

## FUEL ECONOMY PRE-TEST INSPECTION FORM

Bus Number: 0518	Date: 1-31-06
Personnel: T.S. & S.C.	
PRE WARM-UP	If OK, Initial
Fuel Economy Pre-Test Maintenance Form is complete	T.S.
Cold tire pressure (psi): Front <u>80</u> Middle <u>N/A</u> Rear <u>80</u>	T.S.
Tire wear:	T.S.
Engine oil level	T.S.
Engine coolant level	T.S.
Interior and exterior lights on, evaporator fan on	T.S.
Fuel economy instrumentation installed and working properly.	T.S.
Fuel line -- no leaks or kinks	T.S.
Speed measuring system installed on bus. Speed indicator installed in front of bus and accessible to TECH and Driver.	S.C. & T.S.
Bus is loaded to SLW	T.S.
WARM-UP	If OK, Initial
Bus driven for at least one hour warm-up	S.C.
No extensive or black smoke from exhaust	S.C.
POST WARM-UP	If OK, Initial
Warm tire pressure (psi): Front <u>80</u> Middle <u>N/A</u> Rear <u>80</u>	T.S.
Environmental conditions Average wind speed <12 mph and maximum gusts <15 mph Ambient temperature between 30°F(-1C°) and 90°F(32°C) Track surface is dry Track is free of extraneous material and clear of interfering traffic	T.S.

## FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0518		Manufacturer: Starcraft		Date: 1-31-06			
Run Number: 1		Personnel: B.S., T.S. & S.C.					
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW		Temperature (°F): 38			Humidity (%): 61		
SLW (lbs): 12,500		Wind Speed (mph) & Direction: 12/WNW			Barometric Pressure (in.Hg): 29.80		

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:20	8:20	5.5	0	1.95	1.95
ART #1	0	3:54	3:54	4.5	0	1.74	1.74
CBD #2	0	8:25	8:25	4.5	0	1.82	1.82
ART #2	0	3:59	3:59	4.5	0	1.70	1.70
CBD #3	0	8:21	8:21	4.5	0	1.88	1.88
COMMUTER	0	5:51	5:51	4.0	0	2.37	2.37
Total Fuel = 11.46 lbs							

20 minute idle : Total Fuel Used = 1.36 lbs
Heating Value = 20,025.0 BTU/LB
Comments: None noted.

## FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0518		Manufacturer: Starcraft		Date: 1-31-06			
Run Number: 2		Personnel: B.S., T.S. & S.C.					
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW		Temperature (°F): 38			Humidity (%): 61		
SLW (lbs): 12,500		Wind Speed (mph) & Direction: 12/WNW			Barometric Pressure (in.Hg): 29.80		

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:45	8:45	4.0	0	1.82	1.82
ART #1	0	3:57	3:57	4.0	0	1.68	1.68
CBD #2	0	8:25	8:25	3.5	0	1.88	1.88
ART #2	0	3:56	3:56	3.5	0	1.80	1.80
CBD #3	0	8:24	8:24	3.5	0	1.87	1.87
COMMUTER	0	6:06	6:06	3.5	0	2.40	2.40
Total Fuel = 11.45 lbs							

20 minute idle : Total Fuel Used = N/A lbs
Heating Value = 20,025.0 BTU/LB
Comments: None noted.

## FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0518		Manufacturer: Starcraft		Date: 2/1/06			
Run Number: 3		Personnel: B.S., T.S. & S.C.					
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW		Temperature (°F): 36			Humidity (%): 65		
SLW (lbs): 12,500		Wind Speed (mph) & Direction: 5/SSW			Barometric Pressure (in.Hg): 29.96		

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:51	8:51	4.0	0	1.87	1.87
ART #1	0	3:53	3:53	4.0	0	1.77	1.77
CBD #2	0	8:33	8:33	4.0	0	1.89	1.89
ART #2	0	3:55	3:55	4.0	0	1.76	1.76
CBD #3	0	8:36	8:36	4.5	0	1.93	1.93
COMMUTER	0	6:05	6:05	4.5	0	2.39	2.39
Total Fuel = 11.61 lbs							

20 minute idle : Total Fuel Used = N/A lbs
Heating Value = 20,025.0 BTU/LB
Comments: None noted.

## FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0518		Manufacturer: Starcraft		Date: 2-1-06			
Run Number: 4		Personnel: B.S., T.S. & S.C.					
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW		Temperature (°F): 36			Humidity (%): 65		
SLW (lbs): 12,500		Wind Speed (mph) & Direction: 5/SSW			Barometric Pressure (in.Hg): 29.96		

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:38	8:38	3.5	0	1.94	1.94
ART #1	0	3:59	3:59	4.5	0	1.81	1.81
CBD #2	0	8:37	8:37	5.5	0	1.92	1.92
ART #2	0	3:55	3:55	5.5	0	1.76	1.76
CBD #3	0	8:36	8:36	4.5	0	1.93	1.93
COMMUTER	0	5:58	5:58	5.0	0	2.35	2.35
Total Fuel = 11.71 lbs							

20 minute idle : Total Fuel Used = 1.37 lbs
Heating Value = 20,025.0 BTU/LB
Comments: None noted.



0518.FUL  
FUEL ECONOMY SUMMARY SHEET

BUS MANUFACTURER :Starcraft  
BUS MODEL :Allstar-25

BUS NUMBER :0518  
TEST DATE :1/31/06

FUEL TYPE : GASOLINE  
SP. GRAVITY : .7512  
HEATING VALUE : 20025.00 BTU/Lb  
Standard Conditions : 60 deg F and 14.7 psi  
Density of water : 8.3373 lb/gallon at 60 deg F

CYCLE	TOTAL FUEL USED (Lb)	TOTAL MILES	FUEL ECONOMY M/Lb(Measured)	FUEL ECONOMY MPG(Corrected)
Run # :1, CCW				
CBD	5.65	5.73	1.01	6.42
ART	3.44	3.82	1.11	7.03
COM	2.37	3.82	1.61	10.20
TOTAL	11.46	13.37	1.17	7.38
Run # :2, CW				
CBD	5.57	5.73	1.03	6.51
ART	3.48	3.82	1.10	6.95
COM	2.40	3.82	1.59	10.07
TOTAL	11.45	13.37	1.17	7.39
Run # :3, CCW				
CBD	5.69	5.73	1.01	6.37
ART	3.53	3.82	1.08	6.85
COM	2.39	3.82	1.60	10.11
TOTAL	11.61	13.37	1.15	7.29
Run # :4, CW				
CBD	5.79	5.73	.99	6.26
ART	3.57	3.82	1.07	6.77
COM	2.35	3.82	1.63	10.28
TOTAL	11.71	13.37	1.14	7.22

-----  
IDLE CONSUMPTION

First 20 Minutes Data : 1.36 Lb Last 20 Minutes Data : 1.37 Lb  
Average Idle Consumption : 4.10 Lb/Hr

RUN CONSISTENCY: % Difference from overall average of total fuel used

-----  
Run 1 : .8 Run 2 : .9 Run 3 : -.5 Run 4 : -1.3

SUMMARY

-----  
Average Idle Consumption : .65 G/Hr  
Average CBD Phase Consumption : 6.39 MPG  
Average Arterial Phase Consumption : 6.90 MPG  
Average Commuter Phase Consumption : 10.17 MPG  
Overall Average Fuel Consumption : 7.32 MPG  
Overall Average Fuel Consumption : 58.37 Miles/ Million BTU

## 7. NOISE

### 7.1 INTERIOR NOISE AND VIBRATION TESTS

#### 7.1-I. TEST OBJECTIVE

The objective of these tests is to measure and record interior noise levels and check for audible vibration under various operating conditions.

#### 7.1-II. TEST DESCRIPTION

During this series of tests, the interior noise level will be measured at several locations with the bus operating under the following three conditions:

1. With the bus stationary, a white noise generating system shall provide a uniform sound pressure level equal to 80 dB(A) on the left, exterior side of the bus. The engine and all accessories will be switched off and all openings including doors and windows will be closed. This test will be performed at the ABTC.
2. The bus accelerating at full throttle from a standing start to 35 mph on a level pavement. All openings will be closed and all accessories will be operating during the test. This test will be performed on the track at the Test Track Facility.
3. The bus will be operated at various speeds from 0 to 55 mph with and without the air conditioning and accessories on. Any audible vibration or rattles will be noted. This test will be performed on the test segment between the Test Track and the Bus Testing Center.

All tests will be performed in an area free from extraneous sound-making sources or reflecting surfaces. The ambient sound level as well as the surrounding weather conditions will be recorded in the test data.

#### 7.1-III. DISCUSSION

This test is performed in three parts. The first part exposes the exterior of the vehicle to 80.0 dB(A) on the left side of the bus and the noise transmitted to the interior is measured. The overall average of the six measurements was 48.0 dB(A); ranging from 47.1 dB(A) at the rear passenger seats to 50.9 dB(A) at the driver's seat. The interior ambient noise level for this test was < 34.0 dB(A).

The second test measures interior noise during acceleration from 0 to 35 mph. This noise level ranged from 69.4 dB(A) at the front passenger seats to 71.7 dB(A) at the rear passenger seats. The overall average was 71.0 dB(A). The interior ambient noise level for this test was 38.6 dB(A).

The third part of the test is to listen for resonant vibrations, rattles, and other noise sources while operating over the road. No vibrations or rattles were noted.

**INTERIOR NOISE TEST DATA FORM**  
**Test Condition 1: 80 dB(A) Stationary White Noise**

Bus Number: 0518	Date: 2/8/06
Personnel: T.S. & S.C.	
Temperature (°F): 33	Humidity (%): 67
Wind Speed (mph): Calm	Wind Direction: Calm
Barometric Pressure (in.Hg): 30.10	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Interior Ambient Noise Level dB(A): < 34.0	Exterior Ambient Noise Level dB(A): 45.1
Microphone Height During Testing (in): 48.0	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	50.9
Front Passenger Seats	47.6
In Line with Front Speaker	47.8
In Line with Middle Speaker	47.6
In Line with Rear Speaker	47.2
Rear Passenger Seats	47.1

Final Sound Level Meter Calibration: ■ checked by: S.C.
---

Comments: All readings taken in the center aisle.

**INTERIOR NOISE TEST DATA FORM**  
**Test Condition 2: 0 to 35 mph Acceleration Test**

Bus Number: 0518	Date: 2-2-06
Personnel: B.S., S.C. & T.S.	
Temperature (°F): 37	Humidity (%): 93
Wind Speed (mph): Calm	Wind Direction: Calm
Barometric Pressure (in.Hg): 29.91	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Interior Ambient Noise Level dB(A): 38.6	Exterior Ambient Noise Level dB(A): 53.2
Microphone Height During Testing (in): 48.0	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	71.5
Front Passenger Seats	69.4
Middle Passenger Seats	71.5
Rear Passenger Seats	71.7

Final Sound Level Meter Calibration: ■ checked by: S.C.
---

Comments: All readings taken in the center aisle.

# **INTERIOR NOISE TEST DATA FORM** **Test Condition 3: Audible Vibration Test**

Bus Number: 0518	Date: 2-2-06
Personnel: B.S., S.C. & T.S.	
Temperature (°F): 37	Humidity (%): 93
Wind Speed (mph): Calm	Wind Direction: Calm
Barometric Pressure (in.Hg): 29.91	

Describe the following possible sources of noise and give the relative location on the bus.

Source of Noise	Location
Engine and Accessories	None noted.
Windows and Doors	None noted.
Seats and Wheel Chair lifts	None noted.

Comment on any other vibration or noise source which may have occurred that is not described above: None noted.

## 7.1 INTERIOR NOISE TEST



### TEST BUS SET-UP FOR 80 dB(A) INTERIOR NOISE TEST



## 7.2 EXTERIOR NOISE TESTS

### 7.2-I. TEST OBJECTIVE

The objective of this test is to record exterior noise levels when a bus is operated under various conditions.

### 7.2-II. TEST DESCRIPTION

In the exterior noise tests, the bus will be operated at a SLW in three different conditions using a smooth, straight and level roadway:

1. Accelerating at full throttle from a constant speed at or below 35 mph and just prior to transmission up shift.
2. Accelerating at full throttle from standstill.
3. Stationary, with the engine at low idle, high idle, and wide open throttle.

In addition, the buses will be tested with and without the air conditioning and all accessories operating. The exterior noise levels will be recorded.

The test site is at the PSBRTF and the test procedures will be in accordance with SAE Standards SAE J366b, Exterior Sound Level for Heavy Trucks and Buses. The test site is an open space free of large reflecting surfaces. A noise meter placed at a specified location outside the bus will measure the noise level.

During the test, special attention should be paid to:

1. The test site characteristics regarding parked vehicles, signboards, buildings, or other sound-reflecting surfaces
2. Proper usage of all test equipment including set-up and calibration
3. The ambient sound level

### 7.2-III. DISCUSSION

The Exterior Noise Test determines the noise level generated by the vehicle under different driving conditions and at stationary low and high idle, with and without air conditioning and accessories operating. The test site is a large, level, bituminous paved area with no reflecting surfaces nearby.

With an exterior ambient noise level of 51.6 dB(A), the average test result obtained while accelerating from a constant speed was 73.2 dB(A) on the right side and 73.0 dB(A) on the left side.

When accelerating from a standstill with an exterior ambient noise level of 53.7 dB(A), the average of the results obtained were 72.7 dB(A) on the right side and 71.4 dB(A) on the left side.

With the vehicle stationary and the engine, accessories, and air conditioning on, the measurements averaged 48.0 dB(A) at low idle, 56.2 dB(A) at high idle, and 67.1 dB(A) at wide open throttle. With the accessories and air conditioning off, the readings averaged 0.5 dB(A) higher at low idle, 0.8 dB(A) higher at high idle, and 0.3 dB(A) higher at wide open throttle. The exterior ambient noise level measured during this test was 50.9 dB(A).

## EXTERIOR NOISE TEST DATA FORM

### Accelerating from Constant Speed

Bus Number: 0518	Date: 2-2-06
Personnel: B.S., S.C. & T.S.	
Temperature (°F): 41	Humidity (%): 85
Wind Speed (mph): 5	Wind Direction: SW
Barometric Pressure (in.Hg): 29.91	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Exterior Ambient Noise Level dB(A): 51.6	

Accelerating from Constant Speed Curb (Right) Side		Accelerating from Constant Speed Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	72.6	1	73.2
2	72.4	2	72.7
3	73.0	3	72.5
4	73.2	4	72.6
5	73.1	5	72.7
Average of two highest actual noise levels = 73.2 dB(A)		Average of two highest actual noise levels = 73.0 dB(A)	

Final Sound Level Meter Calibration Check: ■ checked by: S.C.
Comments: None noted.

## EXTERIOR NOISE TEST DATA FORM

### Accelerating from Standstill

Bus Number: 0518	Date: 2-2-06
Personnel: B.S., S.C. & T.S.	
Temperature (°F): 41	Humidity (%): 85
Wind Speed (mph): 5	Wind Direction: SW
Barometric Pressure (in.Hg): 29.91	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Exterior Ambient Noise Level dB(A): 53.7	

Accelerating from Standstill Curb (Right) Side		Accelerating from Standstill Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	72.4	1	71.3
2	72.9	2	71.4
3	72.1	3	71.0
4	72.5	4	71.3
5	72.4	5	71.2
Average of two highest actual noise levels = 72.7 dB(A)		Average of two highest actual noise levels = 71.4 dB(A)	

Final Sound Level Meter Calibration Check: ■ checked by: S.C.
Comments: None noted.

## EXTERIOR NOISE TEST DATA FORM

### Stationary

Bus Number: 0518		Date: 2-2-06	
Personnel: B.S., S.C. & T.S.			
Temperature (°F): 41		Humidity (%): 85	
Wind Speed (mph): 5		Wind Direction: SW	
Barometric Pressure (in.Hg): 29.91			
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.			
Initial Sound Level Meter Calibration: ■ checked by: S.C.			
Exterior Ambient Noise Level dB(A): 50.9			
Accessories and Air Conditioning ON			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	703	47.8	48.2
High Idle	2,050	54.3	58.1
Wide Open Throttle	3,602	67.0	67.2
Accessories and Air Conditioning OFF			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	750	48.0	49.0
High Idle	2,153	54.7	59.3
Wide Open Throttle	3,651	66.9	67.8
Final Sound Level Meter Calibration Check: ■ checked by: S.C.			
Comments: None noted.			

## 7.2 EXTERIOR NOISE TESTS



### TEST BUS UNDERGOING EXTERIOR NOISE TESTING



Filename: Report.0518.doc  
Directory: E:  
Template: C:\Documents and Settings\vnocek\Application  
Data\Microsoft\Templates\Normal.dot  
Title: 5  
Subject:  
Author: Sondra Hoover  
Keywords:  
Comments:  
Creation Date: 2/20/2006 10:52:00 AM  
Change Number: 2  
Last Saved On: 2/20/2006 10:52:00 AM  
Last Saved By: PTI  
Total Editing Time: 1 Minute  
Last Printed On: 3/6/2007 10:41:00 AM  
As of Last Complete Printing  
Number of Pages: 102  
Number of Words: 14,310 (approx.)  
Number of Characters: 70,410 (approx.)

## SUMMARY OF STANDARD WARRANTIES

### Starcraft - StarTrans Ford Chassis

Warranty	Miles	Years
Body Structure	100,000	5
Chassis	36,000	3
Engine	60,000	5
Transmission	60,000	5
Air conditioner	Unlimited	3
Lift/Ramp	Unlimited	2
Water Leak Warranty	Unlimited	3
Other Options	36,000	3





**Responder Information**

Creative Bus Sales, Inc.  
4955 W. Northgate Drive  
Irving, TX 75602

Ryan Frost – General Manager  
(469) 333-8909 – Phone  
(469) 333-8918 – Fax  
RyanF@creativebussales.com

**Company History - Bidders Qualifications:**

Creative Bus Sales, Inc. began serving the needs of California transportation providers in 1980 under the name of Creative Transportation Services, Inc. (CTS). In 1980, CTS was sold and became Creative Bus Sales, Inc. Tony Matijevich subsequently purchased Creative in 1993. Prior to the purchase Tony was the President of ElDorado National, the largest manufacturer of small and mid-size buses in the nation. Under the current leadership and vision, Creative Bus Sales has become the largest volume small and mid-size bus dealership in the United States. Creative is unique in the bus industry as a dealer that focuses only on the needs of the commercial bus customer.

**Creative Family of Companies Include:**

Creative Bus Sales - Chino, California	El Dorado Bus Sales - San Mateo, California
Creative Bus Sales - Atlantic Beach, Florida	Green Alternative Systems -Elkhart, Indiana
Creative Bus Sales - Phoenix, Arizona	Creative Bus Sales -Albuquerque, New Mexico
Creative Bus Sales - Irving, Texas	Creative Fleet Leasing - Chino, California
Creative Collision and Paint-Chino, California	Green Alternative Systems – Brooklyn, NY
Green Alternative Systems- Chicago, IL	Green Alternative Systems- Yorba, CA
Creative Bus Sales- Tulsa, OK	Creative Bus Sales- Orlando, FL
Creative Bus Sales- Jacksonville, FL	Creative Bus Sales- Colorado Springs, CO
Creative Bus Sales- Portland, OR	Creative Bus Sales- Seattle, WA

Creative Bus Sales was incorporated in the State of California in 1993 under the current ownership. Creative Bus Sales has had no judgments, litigation, licensing violations or other violations outstanding or resolved against it within the past five (5) years.

**Background:** Creative Bus Sales is the largest commercial bus dealership in the United States and sells, delivers and services hundreds of buses per year to agencies and companies in California and throughout the United States. Creative Bus Sales has held several State Contracts over the last 17 years and has delivered several thousand State contract vehicles during this time.

**Experience (a partial listing of significant projects)**

Significant Transit Projects Completed Over The Last 4-5 Years	
OCTA	Over 950 Buses
City of Los Angeles	Over 500 Buses
Caltrans Division of Mass Transit	Over 2,000 Buses
RTC Las Vegas	Over 400 Paratransit and Transit Buses
Access Services	Over 700 Paratransit Mini Vans
Dallas DART	398 Buses
Montgomery County, MD.	93 Buses

**Notices should be sent c/o:**

Ryan Frost – General Manager	Creative Bus Sales, 4955 W Northgate Dr, Irving, TX 75062
(469) 333-8909 – Phone	(469) 333-8918 – Fax
	RyanF@creativebussales.com

**Preparer:** Marcus Hoffman, Procurement Manager for Creative Bus Sales, Inc. is the preparer of this proposal.

**Flexible Scope:** Creative Bus Sales, Inc. is committed to flexibility in the products and services offered in the contract upon request by its customers.

**Independent Pricing:** Creative Bus Sales, Inc. certifies that in connection with this Contract the prices proposed have been arrived at without consultation, communication or agreement for the purpose of restricting competition.

**Signer(s):** Each person signing this proposal and/or addenda is the person responsible for or authorized to make decisions as to the prices quoted in the cost proposal and has not participated and will not participate in any action contrary to those stated above.

**Key Personnel:** Project Manager – Jeff Johnson is the proposed Project Manager for this contract. Jeff Johnson/Transit Sales (469) 333-8909 jjohnson@creativebussales.com

**Organization and Key Staff Members Assigned to This Contract:**  
Creative Bus Sales, Inc. currently employs over 400 employees in all locations.

Tony Matijevich, President  
TJ Matijevich, Vice President Sales  
Mark Matijevich, Vice President Operations  
Terry McCrea, Chief Financial Officer  
Ryan Frost, General Manager  
Marcus Hoffman, Procurement Manager  
Chad Darnall, Service Manager - TX  
Jason Hohalek, Corporate Warranty Administrator  
Keith Grube, Parts Manager

**Project Team:** Jeff Johnson, Project Manager will be responsible for the day-to-day maintenance of this contract. Some or all of the above mentioned personnel will be utilized as needed during the course of this project.

**Consent:** Creative Bus Sales, Inc. if awarded a contract will not assign any part of its interest in the agreement without prior consent of the agency.

**Acceptance of Terms:** Creative Bus Sales, Inc. accepts the Contract Terms and Conditions.

**RFP Response:** Our understanding of the scope of work pertaining to this RFP solicitation and components includes but not limited to:

**Customer Service Capabilities:** Our service locations or are located within 5 hours of all recipients locations. Technical assistance is provided on the day of the phone call. We are exclusively able to direct factory personnel from any discipline including engineering, manufacturing, parts, service and management, in response to your need at the time. No delay in problem resolution due to out of state factory personnel availability is experienced. Swift and accurate resolutions to issues and needs are achieved through factory personnel directly reviewing issues, "first hand", as they are presented.

Creative has excellent relations with all major component manufacturers. Creative's service technicians and supervisory team are certified by John Deere, Cummins, A/C Carrier, Trans Air, Thermo King, Ricon, and Braun. Service technicians are graduates of the Automotive Technical College and Automotive Service Excellence (ASE) Master Technicians.



Creative's parts service department is dedicated solely to the service and support of commercial and transit buses and does not service any other type of equipment, school buses or trucks. Such focus insures an unmatched level of competency in the industry. Technical assistance can be provided immediately during business hours by contacting Creative Bus Sales service technicians. Complete description of warranty policy and procedures can be provided upon award.

**List of Centers:**

One call to our Warranty Administration team will facilitate the best warranty option. Creative Bus Sales is an authorized repair facility. They have the authority to make on the spot decisions regarding warranty repairs. As needed, local to the end user warranty repair facilities will be authorized to perform the required repair.

**Spare Parts and Inventory Levels:**

A critical part of the project is a quick response time to service assistance and parts supply. Both of these items are provided from locations in Arizona, California, Florida, Indiana, and Texas. Once again, one call to our Parts network will facilitate the end users needs.

Creative Bus Sales provides parts supply and aftermarket support from five of our facilities. Over \$10,000,000 worth of inventory is maintained at all times. Parts department personnel have over sixty years of experience in this field. Most parts can be shipped within twenty-four hours of order. Complete description of parts policy and procedures can be provided upon award.

**Inspection procedures:**

Each vehicle will have a PDI (Pre-Delivery Inspection) performed before final delivery to the end customer. Any deficiency noted shall be repaired before delivery. All documents required under the contract shall be provided upon delivery or pickup. This pre-delivery inspection will be in addition to inspections performed by the manufacturer and/or line inspectors hired by the end user.

**Cutoff Dates:**

CBS agrees to comply with this section. Model year cutoffs are well communicated by the OEM's and chassis dealers alike. We generally receive 60 – 90 days' notice and will notify the agency promptly.

Sincerely,



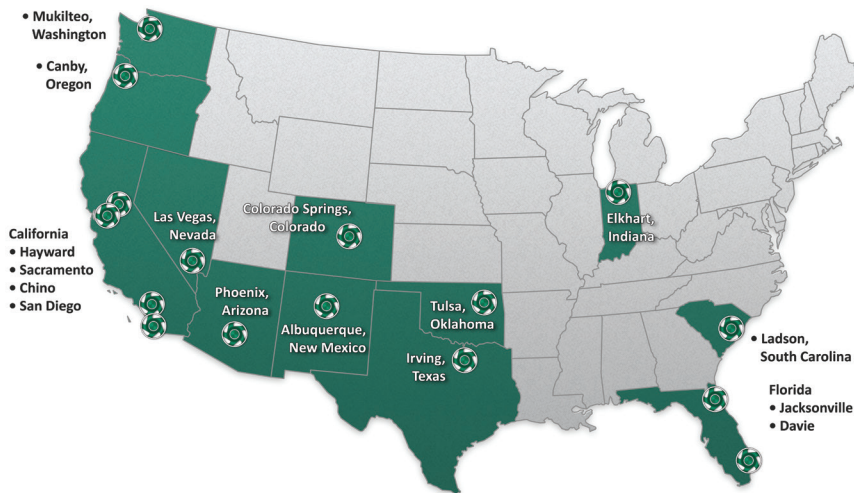
Marcus Hoffman  
Procurement Manager  
Creative Bus Sales, Inc.

# THE CREATIVE COMMITMENT

## OUR PLEDGE TO YOU



Creative Bus Sales



**AS A FAMILY OWNED BUSINESS** with over 35 years of experience in the transportation industry, it's no coincidence that we've grown to become the nation's largest bus dealership. We offer dedicated sales, parts, and service departments to help you in all stages of bus ownership, in addition to our Creative Fleet Leasing branch for any financing needs and our Green Alternative Systems branch for any alternative fuels conversions. The Creative Commitment we present here outlines our every day practices, which ultimately guide our business so we can help to better serve you, the customer.

# THE CREATIVE COMMITMENT OUR PLEDGE TO YOU



## Nation's Largest

We believe a local relationship with our customers is necessary to fully understand and fulfill their needs. That's why each CBS location is locally managed and operated.



## Lifetime Commitment

We aren't here for the short-term sale. We hold a lifetime commitment to every customer with after sales service and support designed to be as convenient as possible.



## Leading Performance

Our continuously high performance has led to much success in the industry. Manufacturers are pleased to work with us and often seek out partnerships because of our reputation.



## Manufacturer Feedback

Equipped with over two hundred service bays nationwide and a mobile service network, we can often identify performance and service issues before the manufacturer!



## Customer Needs

We can address any customer needs because of our wide selection of vehicles, our many locations, and the fact that we perform service maintenance, financing, and alternative fuels conversion.



## Partner Relationships

We maintain long-term industry relationships with vendors and manufacturers. While we have added many brands to our offerings, we remain loyal to all our partners that meet our standards and our customer's expectations.



## Integrity

We pride ourselves on maintaining sound and honest business practices. From the communication with the manufacturer, to the transactions with suppliers, down to the conversations with our varied customer base.



## Relationship Management

We focus on developing a partnership before the sale through a transparent process that continues well after the sale. An unwavering commitment to excellence, dependable service, and nationwide networks help us to help you.



## Product Development

Because of our high transaction volume we communicate regularly with many varied customers. In turn, our manufacturers know they can trust us to convey relevant information to them with customer requests and suggestions.

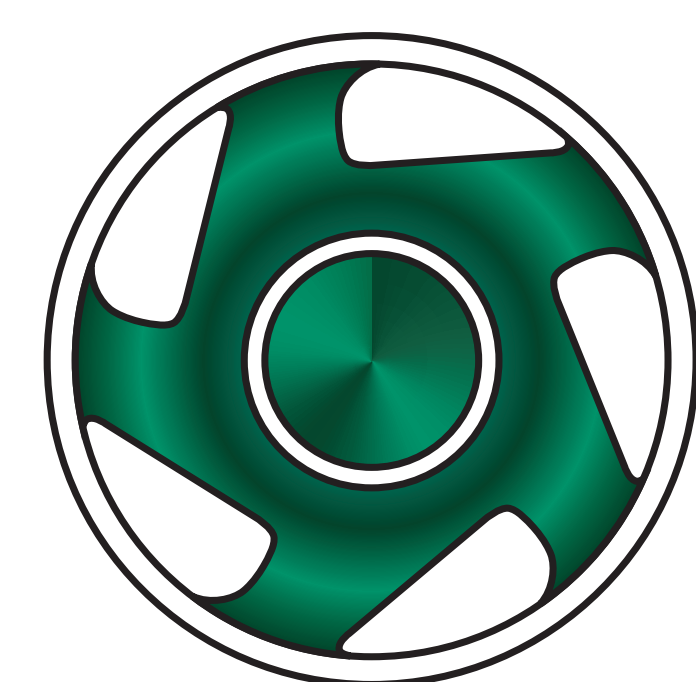


**Call Us Today For All Your Bus Needs!**

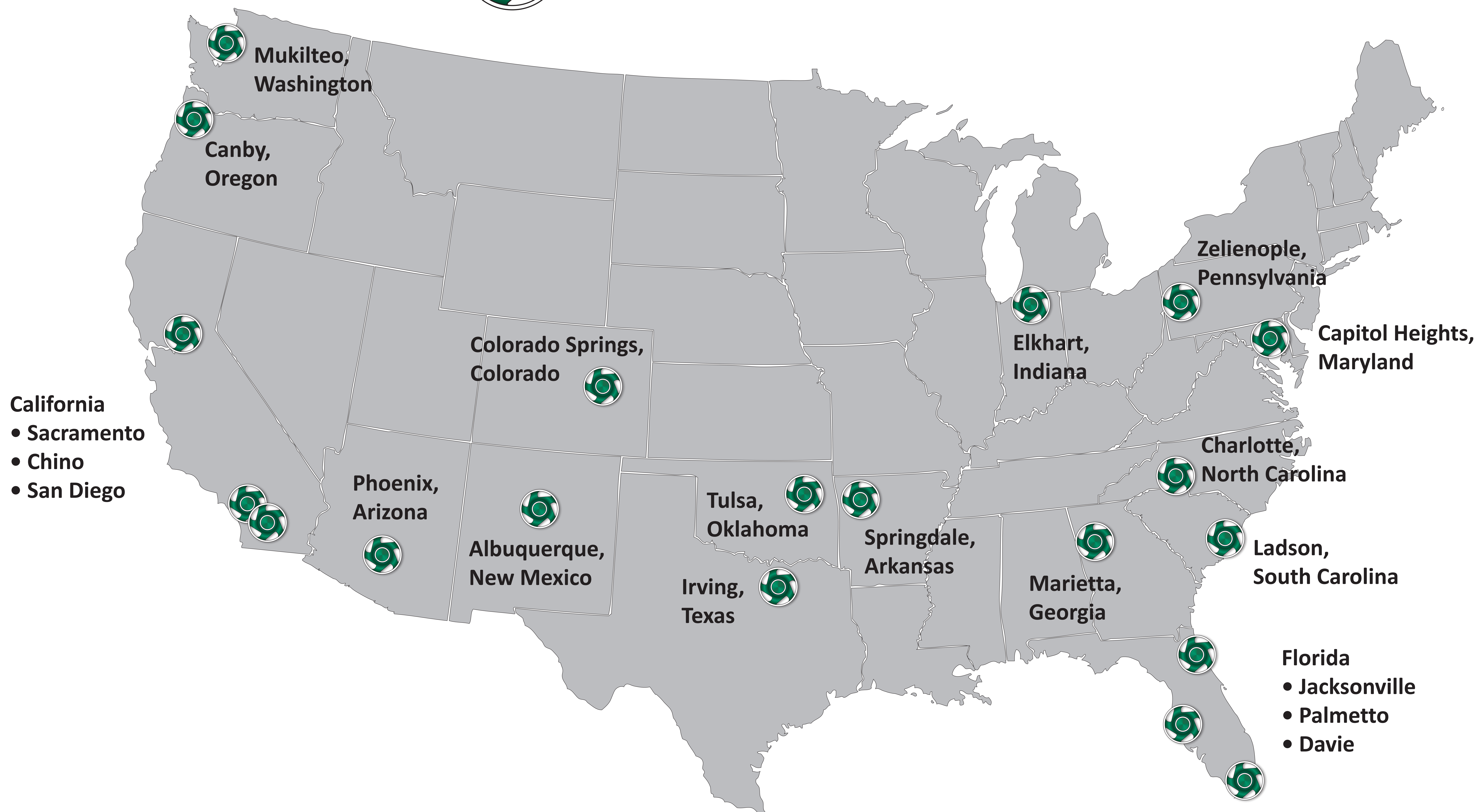
[CreativeBusSales.com](http://CreativeBusSales.com) | 800.326.2877

Transit Van Agreement 18-072 , Page252/303





# Creative Bus Sales



As a family owned business with over 35 years of experience in the transportation industry, it's no coincidence that we've grown to become the nation's largest bus dealership. We offer dedicated sales, parts, and service departments to help you in all stages of bus ownership, in addition to our Creative Fleet Leasing branch for any financing needs and our Green Alternative Systems branch for any alternative fuels conversions.

**800.326.2877 | [CreativeBusSales.com](http://CreativeBusSales.com)**





## **Organizational Chart Texas Office**

### **Office-Immediate for Fort Bend County**

#### **Ryan Frost- General Manager**

Ryan has extensive knowledge and experience with the Transit and Commercial Bus Industry he has 16+ years working with commercial bus and van manufacturers. Ryan has worked on multiple large contracts with TXDOT and FTA for transit agencies in Texas. His duties are centered on sales, operations, quality assurance, service delivery, and financial management.

#### **Jeffrey E. Johnson- Transit Sales Representative**

Jeff reports directly to Mr. Frost and will be the primary contact for this contract. Jeff has 23+ years' experience in the Transit Industry with his focus being in Fleet Maintenance, Bus Manufacturing, Engineering, Service Support , Sales and 9 years on the Texas Transit Association Board. His excellent reputation in the industry reflects the integrity and aggression he exhibits in the support of his customer base.

#### **Vikki Rinehart- Office Manager**

Vikki Rinehart has been in the bus business for 9 years. Vikki has worked in multiple facets of the commercial bus business including warranty, sales coordinator, DMV coordinator, and office manager. Vikki has worked on multiple large contracts over the past 9 years.

#### **Jennifer Cobb-Sales Coordinator**

#### **Stephanie Gregory-Warranty Administrator**



## **Service Department**

### **Chad Darnall- Service Manager**

Chad Darnall has been a technician in the commercial bus business for 9 years. Chad is a certified technician for Braun and has years of experience working on cutaway buses and Prevost buses. Chad is also certified with the Texas Railroad Commission for alternative fuels.

### **Rene DelaTrinidad- Shop Foreman**

Rene has been with Creative Bus Sales for 15 years and has recently transferred from the corporate office in California to Texas. Rene is a ASE Certified Master Technician and is certified with International to diagnosis chassis related issues.

### **Bill Ashley- Technician**

Bill has been a bus technician for 3 years. Bill previously worked for a CNG conversion company in Dallas installing CNG on buses. Bill is certified with the Texas Railroad Commission for alternative fuels.

### **Leo Aguila- Technician**

Leo has been a technician for Creative Bus Sales for 6 months. Leo has previously worked for Standard Parking servicing the DFW Airport buses.

## **Field Service Department**

**Greg Fennel-Field Service Technician**  
**Based in Dallas, TX**

**Javiar- Field Service Technician**  
**Based in Dallas, TX and Houston TX**

**Jason Eagleson-Field Service Technician**  
**Based in Houston, TX**

**Jamal's Service Center**  
Located in Houston Texas

## **Parts Department**

### **Christian Defaria-Shipping and Receiving Clerk**

Christian has worked for Creative Bus Sales for 6 months and works in the parts department as the shipping and receiving clerk.



**Steve Allen- Outside Parts Sales North Texas**

Steve Allen has been in the bus parts business for 17 years. Steve handles outside parts sales for Texas and Oklahoma. Steve has extensive knowledge in bus A/C parts and wheel chair lift parts.

**Russell Barlow- Back Counter Parts and Inside Parts Sales**

Russell Barlow has been a bus industry for 12 years. Russell works in the parts department and handles the back-counter parts for the service department and inside parts sales.

**Additional Office Staff****Brent Roy- Transit Sales Representative**

Brent Roy has been a commercial bus salesman for 16+ years. Brent covers parts of Northern Texas, New Mexico and Oklahoma.

**Jason Roy- Senior Sales Representative**

Jason Roy has been a commercial bus salesman for 9+ years. Jason has worked with transit agencies in Oklahoma and North Texas during his sales career as well as the school bus industry. Jason's primary sales focus covers transit in North Texas and Oklahoma.

**Mark Ondich- School Bus Sales Texas/Oklahoma**

Mark Ondich has been in the bus industry for 5+ years. Mark started with Creative Bus November 2014 and covers School Bus Sales.

**Richard Garcia- Commercial Bus Sales  
San Antonio, Texas**

Richard Garcia has been in the bus business for 12 years. Richard has serviced Central Texas and South Texas accounts for 6 years. Richard has experience with all the commercial bus manufacturers.

**Casey Gaskins-Commercial Bus Sales  
Irving, TX**

Casey has been in the commercial bus business for 7 years starting out as a mechanic. Casey has worked his way up to become a salesman for commercial buses in North Texas and Oklahoma.

**Micah Bailey-Commercial Bus Sales  
Houston, TX**



Thank you for the purchase of your new vehicle. To ensure you receive the proper and most efficient service and support from Creative Bus Sales, we would like to introduce our **Support Staff** to make sure you have the correct contact information if any issues arise that require our attention.

**Jon Ragsdale is our Warranty Administrator and Service Manager.** He is responsible for addressing any warranty concerns you have with the coach or coach systems. He can also act as a liaison between the customer and the chassis manufacturer. There is a wealth of information we have that can assist the chassis manufacturer in achieving an accurate diagnosis and to help insure that the coach systems are all operational at the conclusion of any repair that must be performed by the chassis manufacturer. Jon is the primary contact for the scheduling of all warranty repairs and is the main contact during the period of time the coach is at Creative Bus Sales for that work.

**JP Parton is our Primary Service Writer.** He is responsible for addressing any and all service needs. JP can assist in achieving an accurate diagnosis and estimation of repair costs. JP is the primary contact for the scheduling of all repairs and is the main contact during the period of time the unit is at Creative Bus Sales for that work.

**Our Service Department** will work with our manufacturers to guarantee these coaches are assembled to our high standards. They are also responsible for resolution of reoccurring issues or issues that are construed as fleet-wide defects.

**Keith Grube is our Corporate Parts Manager.** We stock a large supply of parts to insure you have what you need to keep these vehicles operational. The parts department staff includes sales associates, shipping and receiving, and a parts delivery driver for your convenience.

**Frank Valenzuela is our Parts Manager.** Frank will be the main point of contact for outside parts purchasing.



## Contact Information

### **Creative Bus Sales AZ Main Office**

Main.....602-437-2255  
Fax.....602-437-2758  
Website:....[www.creativebussales.com](http://www.creativebussales.com)

### **Service and Warranty (direct)**

Telephone.....602-437-0303  
Toll Free.....800-862-5478  
Fax number.....602-414-0423  
Jon Ragsdale / Warranty Administrator  
JP Parton / Service Writer

### **Parts Department (direct)**

Telephone.....602-437-0016  
Toll Free.....800-306-8982  
Fax.....602-437-1811  
Frank Valenzuela / Parts Manager  
Greg Kallemeyn / Counter Sales

### **Sales Department**

Telephone .....602-437-2255  
Fax.....602-437-2758  
Mike Rigney  
Mike Shultz  
Charlie Conn  
Marcus Hoffman  
Mike Akers

### **Administration Staff**

Paula Dong / Sr. Sales Coordinator  
Joey Loizzo / Assistant Sales Coordinator  
Tori King / Assistant Bid Coordinator  
John Arleo / IT Dept.  
Dale Couturier / General Manager

### **E-Mail**

[info@creativebussales.com](mailto:info@creativebussales.com)

[jonr@creativebussales.com](mailto:jonr@creativebussales.com)

[johnp@creativebussales.com](mailto:johnp@creativebussales.com)

[frankv@creativebussales.com](mailto:frankv@creativebussales.com)

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[torik@creativebussales.com](mailto:torik@creativebussales.com)

[johna@creativebussales.com](mailto:johna@creativebussales.com)

[dalec@creativebussales.com](mailto:dalec@creativebussales.com)



## References

### **City of Austin-Airport**

Jerry Dinse-Director of Transportation  
14050 Summit Dr. Suite 121, Austin, TX 78728  
512-530-6344

[Jerry.Dinse@austintexas.go](mailto:Jerry.Dinse@austintexas.go)

- 2017 5 LPG Arboc Low Floor buses on currently on order, Non-FTA Funds.
- 2016 4 LPG Arboc Low Floor light duty buses, delivered 150 days, Non-FTA Funds.

### **City of Tucson-SunVan**

Sabrina Herrera-AGM  
Kevin Faulkner-Director of Maintenance  
3401 East Ajo Way, Tucson, AZ 85713  
Sabrina Herrera-520-623-4301 Ext 242

[Sabrina.Herrera@tucsonaz.gov](mailto:Sabrina.Herrera@tucsonaz.gov)

Kevin Faulkner-520-403-1209

[Kevin.Faulkner@tucsonaz.gov](mailto:Kevin.Faulkner@tucsonaz.gov)

- 2017-19 Glaval Universal Light Duty Buses, delivered June 2017, 180 Days, FTA Funds
- 2016-28 Glaval Universal Light Duty Buses, Delivered April-May 2016, 180 Days, FTA Funds

### **Capital Area Rural Transportation System**

David Marsh- GM  
2010 East 6<sup>th</sup> Street, Austin, TX 78702  
512-481-1011

[Dave@ridecarts.com](mailto:Dave@ridecarts.com)

- 2017-20 Elkhart Coaches (Delivered -June -July 2017), 180 Days, FTA Funds
- 2016-15 Elkhart Coaches (June-July 2016), 180 Days and 10 Champions (both Light Duty and Medium Duty) (August 2016) 150 Days, FTA Funds
- 2015-5 Star Crafts (July 2015), 90 Days and 10 Champions (both Light Duty and Medium Duty) (August 2015) 150 Days, FTA Funds



**Central Texas Rural Transit District**

J.R. Salazar-GM

2310 S. Concho, Coleman, TX 76834

325-625-4491

[jrs@cityandruralrides.com](mailto:jrs@cityandruralrides.com)

- 2017
  - 11 Champions (Light Duty Bus), delivered April 2017-150 Days FTA Funds
  - 3 MV-1s, delivered March 2017, 30 days-FTA Funds
  - 4 Transit Works (Ford Transit-ADA), Delivered May 2017, 45 days-FTA Funds
- 2016
  - 5 Champion Challengers (light duty) June 2016, 150 days, FTA Funds
  - 4 All Star XL Star Crafts (medium duty) August 2016, 75 days, FTA Funds
- 2015
  - 10 Champion Challengers (light duty) June 2015, 150 days, FTA Funds

**Gulf Coast Center (Connect Transit)**

James Hollis-Transportation Director

4352 E.F. Lowry Expressway, Texas City, TX 77591

800-266-2320

[jamesh@gulfcoastcenter.org](mailto:jamesh@gulfcoastcenter.org)

- 2017
  - 5 Star Craft All Star XLs (medium duty), June 2017, 90 days, FTA Funds
- 2016
  - 5 Star Craft All Star (light duty), July 2016, 90 days, FTA Funds
- 2015
  - 5 Star Craft All Star (light duty), June 2015, 90 days, FTA Funds

**Capital Metro**

Andrew Murphy- Equipment Specialist

2910 East 5<sup>th</sup> Street, Austin, TX 78702

512-389-7566

[Andrew.murphy@capmetro.org](mailto:Andrew.murphy@capmetro.org)

- 2017
  - 19 Champion Challengers (light duty), March February 2017, 180 days, FTA Funds
- 2015
  - 47 Champion Challengers (light duty) August-September 2016, 180 days FTA Funds



**Carol Warlick**

Hill County Transit District

906 South High Street, San Saba , TX 76877

325-372-4677

[cwarlick@takethehop.com](mailto:cwarlick@takethehop.com)

- 2017
  - 10 Champion Challengers (light duty), May 2017, 200 days, FTA Funds
- 2016
  - 10 Champion Challengers (light duty), May 2017, 180 days, FTA Funds

**Karen Faulkner**

West Texas Opportunities

603 North 4<sup>th</sup> Street, Lamesa, TX 79331

806-872-8354

[wtotrans@gmail.com](mailto:wtotrans@gmail.com)

- 2017
  - 10 Transit Works -Ford Transit ADA, February 2017, 90 days, FTA funds
  - 10 Braun Entervans, Delivered in March 2017, 90 Days, FTA Funds





Creative Bus Sales

#### STATEMENT OF FINANCIAL STABILITY

Creative Bus Sales Inc. has been operating in the bus industry for over 25 years. The Company is one of the nation's largest bus dealerships offering products from 21 of the top commercial and school bus manufacturers.

Creative Bus Sales, Inc. has a long history of fulfilling similar contracts with other transportation agencies and governmental procurement offices in other states including California and Florida.

Creative Bus Sales Inc. has been profitable every year since its inception. The Company continues to be financially solvent and practices a conservative expansion plan.

Creative Bus Sales maintains one of the largest inventories in the nation, and possesses the expertise and necessary equipment to provide adequate support to any bus fleet. The Company has multiple long-term inventory finance resources enabling it to carry sufficient inventory to fulfill the requirements of this contract.

Our financial statements are audited by an external CPA firm, and are available upon request.

If you need any further information, please do not hesitate to contact me.

  
\_\_\_\_\_  
Terry McCrea, CFO





## **Business Background and Management**

TransitWorks parent company, WMK, LLC primarily does business as MobilityWorks, MobilityWorks Commercial, and TransitWorks, LLC.

MobilityWorks is the largest mobility dealer of consumer purchased accessible vans in the United States, currently with 71 showroom and service center locations in 24 states. MobilityWorks Commercial is a sales division of MobilityWorks that serves businesses in all 50 states, primarily with wheelchair accessible vehicles built to commercial specifications and ADA requirements. The MobilityWorks service centers also provide maintenance and repair on commercial wheelchair lifts and equipment.

TransitWorks manufactures, modifies, assembles and sells vehicles primarily designed for transporting people. The transportation of physically challenged individuals is the core of our business, however, demand for non-accessible transporters and niche specialty vans are now commonplace and being produced by the company.

TransitWorks modifies vehicles to be used as paratransit vans, shuttles, taxis, medical equipment haulers and various other transporters. Our facilities modify full-size van chassis such as the Ford Transit, Ram ProMaster and Mercedes Sprinter – as well as wheelchair accessible, rear-entry minivans. These models include the Toyota Sienna, Dodge Grand Caravan, Chrysler Pacifica, and the Ford Transit Connect. More recently, TransitWorks has added the Mercedes-Benz Metris as part of its offering.

TransitWorks has three manufacturing facilities. They are located in Akron OH; Kansas City KS; and Charleston SC, which will be the latest plant to go online beginning in January 2018. The Kansas City location is a Ford ship-through facility, while the new Charleston operation is a Mercedes-Benz ship-through location. Our centralized Parts Department is located in the Akron, OH facility – with direct access to all major adaptive equipment suppliers.

Our vehicles are sold through a group of experienced OEM Dealers, Mobility Dealers, and Specialty Vehicle Dealers located throughout the country as part of our 'TransitWorks Master Dealers' program. Master Dealers must adhere to certain criteria in order to become and remain in the program.

As a group, we are, by far, the largest company serving the needs of people in wheelchairs. We stretch from coast to coast, and from the northern border to the southern. We provide sales and service in most major cities, including: Atlanta; Baltimore; Boston; Charlotte; Chicago; Cincinnati; Cleveland; Dallas; Detroit; Nashville; New York; Oakland; Los Angeles; Miami; Philadelphia; Pittsburgh; San Antonio; San Diego; San Francisco; San Jose; and Washington DC.

*continued*

**TransitWorks, LLC**

**Toll Free: 844-872-6799 • Local : 330-861-1118 • Fax: 330-861-0281**

**1090 West Wilbeth Road, Akron, OH 44314 • [www.Transit-Works.com](http://www.Transit-Works.com)**

Transit Van Agreement 18-072 , Page263/303



## History, Certifications and Awards

WMK, LLC was originally founded in January, 1986 as New Era Transportation, and purchased by the current owners in 1997. The owners of WMK, LLC (MobilityWorks and TransitWorks, LLC) are William Koebnitz and Taylor Clark. Collectively, they have over 65 years of business experience with over 40 years of experience in the automotive industry.

Employees that assemble, install and service adaptive equipment are trained and certified by the manufacturers in their respective areas according to stringent guidelines held by the National Mobility Equipment Dealers Association (NMEDA) and their Quality Assurance Program (QAP). QAP requires our service locations to undergo an annual inspection and audit process by an independent audit firm to ensure compliance with QAP Rules, NMEDA Guidelines, certain aspects of the Americans with Disabilities Act (ADA), the National Highway Traffic Safety Administration's (NHTSA), and Federal Motor Vehicle Safety Standards (FMVSS).

The Company has received numerous awards, including:

- Ford Authorized Mobility Pool Account – #1 in Volume (since 2002)
- Ford Mobility Qualified Vehicle Modifier (since 2002)
- Mercedes-Benz Master Upfitter (since 2015)
- Mercedes-Benz Master Solutions Upfitter (since 2016)
- INC 500 | 5000 List of Fastest-Growing Companies (2007-2016)
- INC 500 List at #360 (2005)
- INC Fastest Growing Inner-City 100 Businesses in the Nation
- Weatherhead 100 Company (since 2000)
- Weatherhead 100 Centurion (since 2013)
- Business Magazine, Top Performing Companies in Northeast Ohio
- NMEDA, QAP Approved Manufacturer
- NMEDA, QAP Approved Service
- GSA Contract Holder
- NTEA verified MVP
- NHTSA Manufacturer

*and many additional awards.*


TransitWorks, LLC Dunn & Bradstreet number is 14-571-0401.  
WMKs' Dun & Bradstreet number is 14-747-8531.

For additional information, please contact [biz@transit-works.com](mailto:biz@transit-works.com).

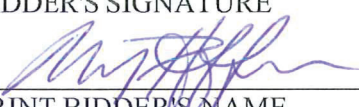
**ATTACHMENT A**

**WARRANTY CERTIFICATION**

The name and address of the Texas servicing dealer nearest the FOB point that will perform the warranty work for the chassis:

FIRM NAME  Creative Bus Sales, Inc.	
FIRM ADDRESS  4955 W. Northgate Dr, Irving, TX 75062	
FIRM TELEPHONE  800-326-2877	
PRINT BIDDER'S NAME  Marcus Hoffman	BIDDER'S SIGNATURE 
NAME OF INDIVIDUAL TO CONTACT FOR WARRANTY  Stephanie Gregory/Warranty Admin - (469)333-8909 ext 808	

The agency may contact the vendor below for assistance in warranty administration.

FIRM NAME OF BIDDER  Creative Bus Sales, Inc.
ADDRESS  4955 W. Northgate Dr, Irving, TX 75062
TELEPHONE  800-326-2877
BIDDER'S SIGNATURE 
PRINT BIDDER'S NAME  Marcus Hoffman
DATE 5/21/2018

ATTACHMENT B

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF  
COMPLIANCE WITH 49 CFR PART 26.49

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to propose, the following certification must be completed and submitted with the RFP along with a current copy of the manufacturer's TVM DBE Goal Concurrence/Certification Letter from FTA.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

\_\_\_\_\_, a TVM, hereby certifies that it has complied with  
(Name of Manufacturer)

the requirements of 49 CFR Part 26.49 by submitting a current DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_, October 1, \_\_\_\_ to September 30, \_\_\_\_ and have been approved or not disapproved by FTA.

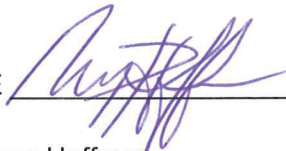
OR

Creative Bus Sales, Inc. \_\_\_\_\_, hereby certifies that the Manufacturer of the transit vehicle to  
(Name of Dealer/Distributor)

be supplied, Transit Works / StarTrans, has complied with the above-referenced  
(Name of Manufacturer)

requirement of 49 CFR Part 26.49.

SIGNATURE \_\_\_\_\_



NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018

## ATTACHMENT C

### PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS CERTIFICATION

Pre-Award and Post-Delivery Audit Requirements - The Proposer agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Proposer shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (Attachment D)
2. Solicitation Specification Requirements: The Proposer shall submit evidence that it will be capable of meeting the RFP specifications. (Attachment E)
3. Federal Motor Vehicle Safety Standards (FMVSS): The Proposer shall submit 1) manufacturer's FMVSS self-certification that the vehicle(s) comply with all applicable FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations. (Attachment F)

SIGNATURE \_\_\_\_\_



NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018



ATTACHMENT D

**CERTIFICATE OF COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations at 49 C.F.R. Part 661.11.

The Proposer **must submit with this** RFP documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

SIGNATURE



NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018

**OR**

**CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT E

### PROPOSER SELF CERTIFICATION

- 1.) The Proposer certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
- 2.) The Proposer certifies that it has read all of the RFP, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service Transit Vehicles

SIGNATURE 

NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018



## ATTACHMENT F

### FMVSS (FEDERAL MOTOR VEHICLE SAFETY STANDARDS) CERTIFICATION

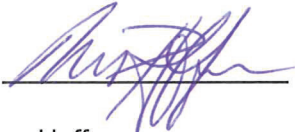
All vehicles provided by the vendor must comply with all applicable FMVSS. The Proposer shall **submit with this** RFP:

- 1) Manufacturer's self-certification that the vehicle(s) will comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for each proposed vehicle model

*or*

- 2) Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

SIGNATURE \_\_\_\_\_



NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018

## ATTACHMENT G

### CERTIFICATION REGARDING LOBBYING

The Proposer certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE  COMPANY Creative Bus Sales, Inc.

NAME & TITLE Marcus Hoffman, Procurement Manager DATE 5/21/2018

ATTACHMENT H

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

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its RFP or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Creative Bus Sales, Inc. (agency name). If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Creative Bus Sales, Inc. (agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE 5/21/2018

SIGNATURE 

COMPANY Creative Bus Sales, Inc.

NAME Marcus Hoffman

TITLE Procurement Manager



## ATTACHMENT I

### CERTIFICATE OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The Proposer certifies that the vehicle(s) offered in this procurement comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. ☒ The vehicles offered have been tested in accordance with 49 CFR Part 665.  
The vehicles being sold should have the identical configuration and major components as the vehicle in the test report(s), which must be submitted with this RFP. If the configuration or components are not identical, the manufacturer shall provide with its RFP a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ☐ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. ☐ The vehicles offered have been "grandfathered" (has been used in mass transit service in the United States before October 1, 1998, and is currently being produced without a major change in configuration or components), and submits with the RFP the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Proposer 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 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.

Funds will not be released until the purchasing agency gets a copy of the bus test (Altoona) reports, as appropriate, per 49 CFR 665.

SIGNATURE 

NAME Marcus Hoffman

TITLE Procurement Manager

COMPANY Creative Bus Sales, Inc.

DATE 5/21/2018

**ATTACHMENT J**

**Texas Department of Transportation Form PTN-130  
Consolidated Certification Form**



## Consolidated Certification Form

Form PTN-130  
(Rev. 01/17)  
Page 1 of 7

### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo 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).

#### E. Energy Conservation (ALL)

The vendor 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.

#### F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor 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 Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 100K)

(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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

**I. Civil Rights (over 10K)**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.



(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

**J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)**

The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

**K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

**L. Right of the State Government to Terminate (ALL)**

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.



N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.



Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor 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. The vendor 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. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:


1) 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 any officer or employee of an agency, a member of Congress, an officer or employee 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.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this 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.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

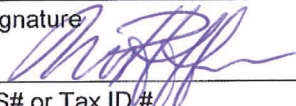
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the 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.

T. Lobbying and Disclosure Certification

Name of Company Creative Bus Sales, Inc.	Printed Name of Person Completing Form Marcus Hoffman
Date 5/21/2018	Signature 

**U. CERTIFICATION TO PURCHASER:**

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company Creative Bus Sales, Inc.	Address 4955 W. Northgate Dr, Irving, TX 75062	
	Printed Name of Person Completing Form Marcus Hoffman	
Telephone 800-326-2877	Signature 	
Date 5/21/2018	SS# or Tax ID# 33-0388707	
Description of Commodity or Service Transit Vehicles		
Disadvantaged Business Enterprise Information		Type of Organization (circle)
		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type?		<input type="checkbox"/> Limited Proprietorship

**U. Disadvantaged Business Enterprises (DBE) Certification**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: \_\_\_\_\_

**V. Altoona Test Certification** (for rolling stock purchases) (Check one of the following):

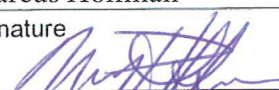
- ☒ The vehicle has been Altoona tested, report number: \_\_\_\_\_
- ☒ The vehicle is exempt from testing IAW 49 CFR 665.
- ☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

**W. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

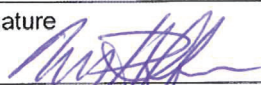
**FMVSS Certification**

Name of Company Creative Bus Sales, Inc.	Printed Name of Person Completing Form Marcus Hoffman
Date 5/21/2018	Signature 

X. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- ☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- ☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company Creative Bus Sales, Inc.	Printed Name of Person Completing Form Marcus Hoffman
Date 5/21/2018	Signature 

II. **SPECIAL PROJECT TYPE PROVISIONS** - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects ☐
- B. Transit Operations or Management Projects ☐
- C. Intelligent Transportation System or Research & Development ☐



Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 33-0388707

Company Name submitting Bid/Proposal: Creative Bus Sales, Inc.

Mailing Address: 14740 Ramona Ave, Chino, CA 91710

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

*\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that Creative Bus Sales, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code  
[Company Name]  
§2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Creative Bus Sales Inc	
Business Name (if different from legal name)		
Federal ID # or S.S. #	33-0388707	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	14740 Ramona Ave	
City/State/Zip	Chino, CA 91710	
Physical Address	4955 W. Northgate Dr	
City/State/Zip	Irving, CA 75062	
Phone/Fax Number	Phone: 800-326-2877      Fax: 469-33-8918	
Contact Person	Marcus Hoffman	
E-mail	marcush@creativebussales.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name	Marcus Hoffman	
Title	Procurement Manager	
Date	5/16/2018	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**



Form

(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**W-9**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Creative Bus Sales, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) **5**  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**14740 Ramona Ave**

**6** City, state, and ZIP code  
**Chino, CA 91710**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

3	3	-	0	3	8	8	7	0	7
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

1/19/2018

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **UPDATED PRICING SHEET**

## EXHIBIT I: ADA Passenger Van, TYPE 1

Delivery Time: 90 -120 Days

Item No.	Item Description	Unit Price	Quantity Discount	Total Price
1	Passenger Van: Seating 4/2, 6/1, or 12/0 plus driver; Ford Transit or approved equal	\$46,797.00		\$46,797.00
2	Emergency Kit: DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit)	\$250.00		\$250.00
3	Security/Surveillance Camera System: Seon DVR: <del>TX-8 or approved equal</del> **Upgraded to the Seon DVR: TH6H2T0	\$2,320.00		\$2,320.00
4	Security/Surveillance Camera System: Seon Wireless Bridge: BA-032-0192 or approved equal	\$450.00		\$450.00
5	Security/Surveillance Camera System: Seon Hard-Drive for DVR: TX-H640 or approved equal	Inc.		Inc.
6	Security/Surveillance Camera System: Dash Camera Non-Infrared: BA-CJ803A20 or approved equal	\$95.00		\$95.00
7	Security/Surveillance Camera System: Three (3) Interior Cameras Infrared: BA-CQ803A20 or approved equal	\$950.00		\$950.00
8	Mobility Lift	\$5,250.00		\$5,250.00
9	Wheelchair Securement System	\$875.00		\$875.00
GRAND TOTAL PER VEHICLE				\$56,987.00

  
 Authorized Signature

Marcus Hoffman, Bid Manager  
 Name and Title (Print)

Creative Bus Sales, Inc.  
 Company Name

8/5/18  
 Date

## **WARRANTIES**

Warranty Non-Warranty

Service Transit Works Ford

Warranty CBS Policies



## Warranty & Non Warranty Service

Creative Bus Sales is the largest bus dealer in the nation, with that comes many years of experience, satisfied customer service, and support throughout the country. Our company strives to keep transit moving in America by representing reputable products that meet the end users' needs.

Our company holds various transit contracts throughout the country. Creative Bus Sales staff prides themselves in maintaining and renewing contracts with their customers for years upon years. Contracts such as CalAct, ADOT, RPTA-Valley Metro, Orange County Transit, RTC-Reno to name a few are major multi-vehicle contracts that Creative Bus Sales has had the pleasure to be a part of for nearly 10-20 consecutive years. Our ability to make ordering, owning, and operating a fleet is what we believe keeps our customers returning.

Creative Bus Sales has the ability to provide new vehicles faster from the time of order than any other dealer and the guarantee that what you ordered comes as requested ready to roll into your fleets operations. Each vehicle ordered goes through a rigorous Pre-Delivery Inspection from Creative Bus's ASE Certified technicians to insure the manufacture built the vehicle according to specifications and FMVSS. All of the vehicles we deliver come with a FMVSS Annual Safety Inspection. Our PDI process is another level of insurance from us making sure your vehicle is ready for service.

After the vehicles are accepted and in revenue service there will come a time when our service and warranty department are needed to correct mechanical issues that arise with all vehicles. Creative Bus Sales has a dedicated service and warranty administrator set aside for each customer and is an expert with the respective manufacture we offer. Our service and warranty administrator creates the relationships necessary with the end user of the product to insure that their needs are met, keeping the vehicles rolling. Many operators of transit vehicles can perform their own warranty work and wish to do so. Our staff works with them to make this possible and the end user reimbursement for their time to do so. For those agency's that are not capable or have the means necessary to carry out warranty or service work our staff creates relationships with local shops and OEM manufactures in the areas to complete all warranty or service work needed. Creative Bus Sales prefers to keep everything as local as we can to the end user, making it easier for the end user to get the vehicle repaired and back in to revenue service.



Creative Bus Sales

Along with our service and warranty side of Creative Bus Sales is the largest transit bus parts department in the nation. At any given time we have \$3 million in parts in our warehouses to insure fast easy delivery to our vehicle owners. Many parts can arrive next day, most in as little as 2-3 days from the time of order.

Creative Bus Sales hopes to be able to bring these few qualities to the State of Colorado and many more qualities that we have to offer. We look forward to the opportunity to work together on the project.

Please feel free to contact us if more information is needed to substantiate our proposal.

Thanks,

Marcus Hoffman  
Transit Bus Sales  
800-862-5478  
[MarcusH@creativebussales.com](mailto:MarcusH@creativebussales.com)

**Creative Bus Sales • 800.326.2877 • CreativeBusSales.com**

California • Arizona • Colorado • Florida • Indiana • Nevada • New Mexico • Oklahoma • Oregon • Texas • Washington

## SUMMARY OF STANDARD WARRANTIES

Transit Works

Ford Transit

Warranty	Miles	Years
Body Structure/Corrosion	Unlimited	5
Chassis	36,000	3
Engine	60,000	5
Transmission	60,000	5
Air conditioner	36,000	3
Lift/Ramp	Unlimited	2
Other Options	36,000	3





## **Warranty Policy**

To Our Valued Customer:

Creative Bus Sales has always been driven by a commitment to customer service. With this in mind, we feel it is important to clarify our policies and procedures regarding warranty issues in order to avoid any confusion that may lead to inconveniencing you.

We are bound by the manufacturers' policies and procedures for obtaining proper authorizations for warranty repairs, which need to be passed on to and observed by the end users of their products. **AUTHORIZATION FOR WARRANTY REPAIRS MUST BE OBTAINED PRIOR TO THE WORK BEING PERFORMED. WITHOUT THE REQUIRED AUTHORIZATION, THE MANUFACTURER CAN DECLINE PART OF, OR THE ENTIRE CLAIM ASSOCIATED WITH THAT REPAIR.**

This is particularly important when repairs are made by a facility outside of the manufacturer's warranty network, regardless of the circumstances. What this means to you is that any time your vehicle is taken into a repair facility for warranty repairs, the sublet repair facility **must** call Creative Bus Sales, so that we can contact the manufacturer to obtain authorization for that facility to do the repair. It must be emphasized that any repairs conducted without prior warranty authorization are subject to denial.

Also, please note that any parts used in the repair process must be returned to the manufacturer within 30 days for credit. Any and all parts that have been replaced must be returned to Creative Bus Sales in a timely manner, otherwise they will be invoiced as a retail sale until the defective part is returned.

Coach and sub-system manufacturers do not reimburse for loss of use, loss of revenue, rentals, towing, lodging, or other expenses beyond that of the warrantable component or system.

Creative Bus Sales assumes no responsibility for the cost of replacement parts or repairs completed without the manufacturers authorization or for any costs incurred above the amount authorized by the manufacturer.

With that being said, if at any time you are facing a warranty issue, please have your repair facility or yourself, call Creative Bus Sales to have repairs authorized prior to the work being done.

Thank you for your understanding.

## **WARRANTY PROCEDURES**

Manufacturers have extremely strict guidelines for warranty claims  
All warranty claims require prior authorization before you do the work needed  
In order to help you receive all the credit and payments you deserve.  
Please follow these guidelines

1. Call Warranty Administrator 800-326-2877, with Vehicle Identification Number and mileage.
2. Provide complaint and cause of failure. Manufacturers want to know what and why if possible.
3. Warranty Administrator will then contact the manufacturer for the authorization.
4. Once authorization is obtained, Warranty Administrator will have the parts needed sent to your location.
5. Your parts will arrive with a packing slip. Return this packing slip with the “defective part”, and a repair order invoice in the same box the new part was shipped in.
6. Call or email Warranty Administrator with the weight and dimensions of the box and a UPS call tag will be emailed to you within the hour.
7. Print out the UPS call tag and attach it to the box, UPS will pick it up within a day or two.
8. Once the returned parts and repair order invoice are received, Warranty Administrator will submit the claim for payment.

### **Notes:**

**All claims and parts returns must be submitted in a timely fashion.**

**Claims over 30 days old will not be honored by the manufacturers.**

**Major components have serial numbers that match the vehicle identification number when installed, please record these numbers on your repair order invoices.**

**Major components include but are not limited to:  
Air Modules, A/C Compressors, Alternators, etc...**

**Please refer to your owner’s packet for warranties specific to your vehicle.**

# **TXDOT CONSOLIDATED CERTIFICATION FORM**



## Consolidated Certification Form

Form PTN-130  
(Rev. 2/18)  
Page 1 of 7

### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo 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).

#### E. Energy Conservation (ALL)

The vendor 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.

#### F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor 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 Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 100K)

(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.

Contact/Help

(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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from 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 these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

**I. Civil Rights (over 10K)**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.



(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

**J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)**

The preceding provisions 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 FTA circular 4220.1F 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

**K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

**L. Right of the State Government to Terminate (ALL)**

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

**a. Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

**b. Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

**c. Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

**d. FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

**e. Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

**f. Agency Process.**

Transit agency enters dispute resolution process here.



N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor 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. The vendor 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. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

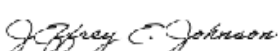
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, 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.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this 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.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

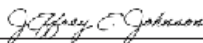
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the 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.

T. Lobbying and Disclosure Certification

Name of Company Creative Bus Sales	Printed Name of Person Completing Form Jeffrey E. Johnson
Date 09/21/18	Signature 

**U. CERTIFICATION TO PURCHASER:**

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company Creative Bus Sales	Address 4955 W. Northgate Drive, Irving, Texas 75062	
	Printed Name of Person Completing Form Jeffrey E. Johnson	
Telephone 512-202-2920	Signature 	
Date 09/21/18	SS# or Tax ID # 33-0388707	
Description of Commodity or Service Paratransit Buses and Vans		
Disadvantaged Business Enterprise Information		Type of Organization (circle)
		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type?		<input type="checkbox"/> Limited Proprietorship

**V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered:

**W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):**

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

**49 CFR 26.13 -- What assurances must recipients and contractors make?**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient 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 CFR 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 recipient 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 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?**

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the FTA Best Practice Procurement Manual.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

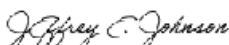
- ☐ The vehicle has been Altoona tested, report number:
- ☒ The vehicle is exempt from testing IAW 49 CFR 665.
- ☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

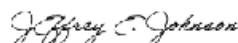
FMVSS Certification

Name of Company Creative Bus Sales	Printed Name of Person Completing Form Jeffrey E. Johnson
Date 09/21/18	Signature 

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- ☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- ☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company Creative Bus Sales	Printed Name of Person Completing Form Jeffrey E. Johnson
Date 09/21/18	Signature 

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

A. Construction or Architectural & Engineering Projects ☐

Add Addendum A:

B. Transit Operations or Management Projects ☐

Add Addendum B:

C. Intelligent Transportation System or Research & Development ☐

Add Addendum C:

**TX DMV Franchisee Motor Vehicle Dealer  
License Letter**





MOTOR VEHICLE DIVISION

## FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A138028

GENERAL DISTINGUISHING NUMBER:

P118245

Motor Vehicle

Creative Bus Sales, Inc.  
4955 W NORTHGATE DR.  
IRVING, TEXAS MONTGOMERY 75062

**EXPIRES:** 06-30-2020  
**PHYSICAL LOCATION:**  
4955 WEST NORTHGATE DRIVE  
IRVING, TEXAS DALLAS 75062

### THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Challenger : BS-Bus, STARCRAFT BUS & MOBILITY : BS-Bus, Crusader : BS-Bus, EC II : BS-Bus, Senator II : BS-Bus, Candidate II : BS-Bus, Arboc : BS-Bus, MV-1 : AA-Passenger Auto, Senator HD : BS-Bus, ELDORADO NATIONAL CALIFORNIA : BS-Bus, ELKHART COACH : BS-Bus, Hometown Trolley : BS-Bus, GLAVAL BUS : BS-Bus, Defender : BS-Bus, Berkshire Coach : BS-Bus, ELDORADO NATIONAL KANSAS : BS-Bus, Goshen : BS-Bus, World Trans : BS-Bus

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Daniel Avitia***

**Daniel Avitia, Director**  
**Texas Department of Motor Vehicles**  
**Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



**SUPPLEMENTAL LICENSE INFORMATION**



Texas Department  
of Motor Vehicles

MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

**LICENSE NO:** A138028

**GENERAL DISTINGUISHING NUMBER:**

P118245

Motor Vehicle

Creative Bus Sales, Inc.  
4955 W NORTHGATE DR.  
IRVING, TEXAS MONTGOMERY 75062

**EXPIRES:** 06-30-2020  
**PHYSICAL LOCATION:**  
4955 WEST NORTHGATE DRIVE  
IRVING, TEXAS DALLAS 75062

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE  
PUNISHABLE AS A SECOND-DEGREE FELONY.