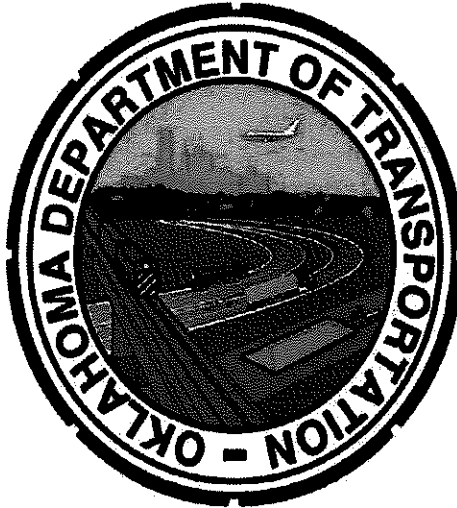


FTA SPECIAL PROVISIONS  
&  
BUY AMERICA DOCUMENTS

NATIONAL BUS SALES & LEASING  
SECTION "R" – ARBOC  
LOW FLOOR, KNEELING ADA CUTAWAY BUS

**OKLAHOMA  
DEPARTMENT  
OF  
TRANSPORTATION**



**TRANSIT  
PROGRAMS  
DIVISION**

**FTA'S  
SPECIAL PROVISIONS  
FOR THE PROCUREMENT OF CAPITAL EQUIPMENT  
WITH AN ESTIMATED CUMULATIVE COST  
IN EXCESS OF \$100,000**

**STATEMENT OF FEDERAL PARTICIPATION**

**THIS PROCUREMENT IS DEPENDENT UPON THE AVAILABILITY OF FEDERAL FUNDS THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)**

***PAGES 2 THRU 15 OF THIS DOCUMENT ARE TO BE COMPLETED BY  
BIDDER/VENDOR***

***PAGES 18 THRU 24 OF THIS DOCUMENT ARE TO BE COMPLETED BY PRE  
AWARD REVIEWER AT TIME OF THE BID AWARD***

***PAGES 26 THRU 32 ARE TO BE COMPLETED BY THE PURCHASER AT THE  
TIME OF VEHICLE DELIVERY***

**SPECIAL PROVISIONS FOR THE PROCUREMENT OF CAPITAL EQUIPMENT  
USING FEDERAL FUNDS**

**THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE INCLUDED AS AN  
ESSENTIAL PART OF THE SPECIFICATIONS ATTACHED HERETO.**

**SECTION I. FOR ALL BIDS:**

**FMVSS CERTIFICATION - 49 CFR 571 Part D  
(Circle all applicable standard #s)**

| #   | Title                                                           | #   | Title                                                                               |
|-----|-----------------------------------------------------------------|-----|-------------------------------------------------------------------------------------|
| 101 | *Controls and Displays                                          | 102 | *Transmission shift lever sequence, starter, interlock, transmission braking effect |
| 103 | *Windshield defrost and defogging system                        | 104 | *Windshield wiping and washing system.                                              |
| 105 | *Hydraulic brake system.                                        | 106 | *Brake hoses                                                                        |
| 107 | *Reflecting surfaces                                            | 108 | *Lamps, reflective devices, and assoc. equip.                                       |
| 109 | #New pneumatic tires                                            | 110 | #Tire selection and rims.                                                           |
| 111 | *Rearview mirrors                                               | 112 | *Headlamps concealment devices.                                                     |
| 113 | *Hood latch system                                              | 114 | #Theft Protection (not for walk-in vans)                                            |
| 115 | *VIN -basic requirements.                                       | 116 | *Motor vehicle brake fluids.                                                        |
| 117 | #Re-treaded pneumatic tires<br>(to be used on rear wheels only) | 118 | #Power-operated window, partition,<br>roof panel system (GVWR < 10K)                |
| 119 | *New pneumatic tires for vehicles other than<br>passenger cars  | 120 | *Tire selection & rims for vehicles other than<br>passenger cars                    |
| 121 | *Air brake system                                               | 124 | *Accelerator control system.                                                        |
| 129 | #New non-pneumatic tires for passenger cars.                    | 201 | #Occupant protection in interior impact                                             |
| 202 | #Head restraints                                                | 203 | #Impact protect, driver steering control system                                     |
| 204 | *Steering control rearward displace (not<br>walk-in vans)       | 205 | *Glazing materials                                                                  |
| 206 | #Doors, locks, and door retention<br>components.                | 207 | *Seating system                                                                     |
| 208 | *Occupant crash protection                                      | 209 | *Seat belt assemblies.                                                              |
| 210 | #Seat belt assembly anchorages.                                 | 211 | #Wheels, nuts, wheel discs, and hub caps                                            |
| 212 | #Windshield mounting                                            | 213 | *Child restraint system.                                                            |
| 214 | #Side impact protection (not walk-in vans)                      | 217 | *Bus emergency. exits / window retention & release                                  |
| 219 | #Windshield zone intrusion                                      | 220 | *School Bus rollover protection                                                     |
| 301 | #Fuel system integrity (+School Bus >10K<br>GVWR)               | 302 | *Flammability of interior materials.                                                |

The undersigned **BIDDER/VENDOR** hereby certifies that all vehicles furnished meet the **FMVSS IAW 49 CFR 571.**

|                                                                                |                                                                                                          |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Name of Company</b><br>National Bus Sales & Leasing Inc                     | <b>Date</b><br>05.15.14                                                                                  |
| <b>Printed Name of Person Signing Form</b><br>Jennifer Cobb, Sales Coordinator | <b>Signature</b><br> |

\*Bus

@Bus with GVWR below 10,000 lbs.

#Passenger Car

In submitting this bid, the undersigned BIDDER/VENDOR as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The BIDDER/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The bidder/vendor must execute all certifications below.

**A. INCORPORATION of FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** The following 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 BIDDER/VENDOR shall not perform any act, fail to perform any act, or refuse to comply with any PURCHASER'S requests which would cause the PURCHASER to be in violation of the FTA terms and conditions

**B. FEDERAL CHANGES:** BIDDER/VENDOR 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 the PURCHASER and FTA, as they may be amended or promulgated from time to time during the term of this contract BIDDER/VENDOR's failure to so comply shall constitute a material breach in this contract.

**C. DBE CERTIFICATION:** The BIDDER/VENDOR complies with 49 CFR 26.49 regarding the transit vehicle manufacturer=s overall DBE goal.

**D. AIR CONDITIONING PERFORMANCE:** The BIDDER/VENDOR will provide vehicles that meet or exceed the performance requirements of the air conditioning system(s) as detailed in the specification.

**E. INTEREST of MEMBERS of or DELEGATES to CONGRESS:** The BIDDER/VENDOR certifies that no member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

**F. PROHIBITED INTEREST:** The BIDDER/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.

**G. CARGO PREFERENCE - USE of UNITED STATES-FLAG VESSELS:** The BIDDER/VENDOR agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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 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.)

H. **ENERGY CONSERVATION:** The **BIDDER/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.

I. **CLEAN WATER & AIR:** The **BIDDER/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 **BIDDER/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 **BIDDER/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 FTA and the appropriate EPA Regional Office.

J. **NO OBLIGATION by the FEDERAL GOVERNMENT:** The **PURCHASER** and **BIDDER/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**, **BIDDER/VENDOR**, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

K. **PROGRAM FRAUD and FALSE or FRAUDULENT STATEMENTS or REALTED ACTS:** The **BIDDER/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 **BIDDER/VENDOR** 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 resultant contract or the FTA assisted project for which this work is being performed. The **BIDDER/VENDOR** 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 **BIDDER/VENDOR** to the extent the Federal Government deems appropriate. The **BIDDER/VENDOR** 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 **BIDDER/VENDOR**, to the extent the Federal Government deems appropriate.

L. **CONTRACT WORK HOURS:**

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 unpaid wages. 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:** The PURCHASER 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 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:** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under 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 such 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 which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **M. CIVIL RIGHTS:**

**1. 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 BIDDER/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 BIDDER/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:

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 **BIDDER/VENDOR** 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 **BIDDER/VENDOR** 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 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 **BIDDER/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, as amended, 29 U.S.C. ' ' 623 and Federal transit law at 49 U.S.C. ' 5332, the **BIDDER/VENDOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **BIDDER/VENDOR** agrees to comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. ' 12112, the **BIDDER/VENDOR** 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 **BIDDER/VENDOR** agrees to comply with any implementing requirements FTA may issue.

**N. ALTOONA TEST CERTIFICATION: (Check one of the following):**

- ☒ The vehicle has been Altoona tested, report number: PTI-BT-R0812  
☐ The vehicle is exempt from testing in accordance with 49 CFR 665  
☐ The vehicle is currently being tested at Altoona

**O. DEBARMENT AND SUSPENSIONS:** This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The **BIDDER/VENDOR** is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the **BIDDER/VENDOR** or proposer certifies as follows:

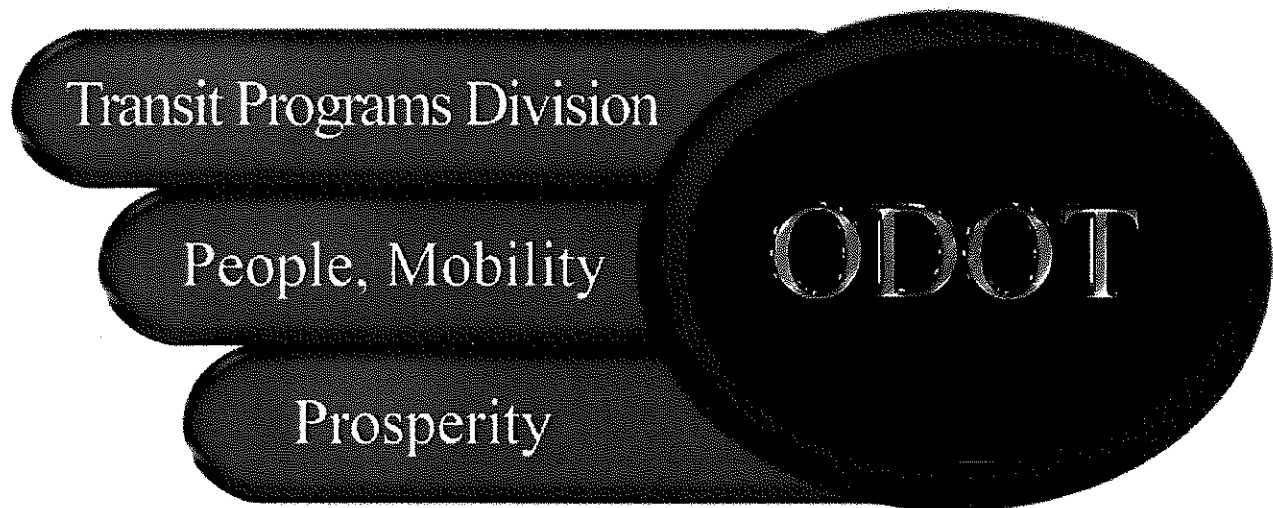
The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the **BIDDER/VENDOR** or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The **BIDDER/VENDOR** or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

**FEDERAL FUNDS WILL NOT BE RELEASED UNTIL THE PURCHASING AGENCY RECEIVES A COPY OF THE ALTOONA TEST REPORT IF REQUIRED IN ACCORDANCE WITH 49 CFR 665**



**SECTION II**

**A. BUY AMERICA CERTIFICATION:**

**BIDDER/VENDOR** to complete the *Buy America Certification* listed below. **BIDDER/VENDOR** shall certify **EITHER COMPLIANCE OR NON-COMPLIANCE** (not both).

Certification requirement for procurement of buses, other rolling stock, and associated equipment.

***Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)***

The bidder/vendor or offer or hereby certifies that it **will** meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Signature 

Company Name National Bus Sales & Leasing Inc

Title Sales Coordinator

Date 05.15.14

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)***

The bidder/vendor or offer or hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

***Instructions:***

***Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).***

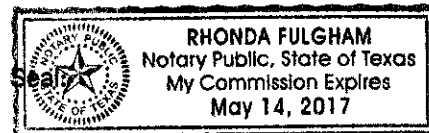
Subscribed and sworn to before me this 15 day of May 2014.



Notary Public

5-14-2017  
Commission Expiration Date

345061  
My Commission Number



**This form MUST be prepared and signed by the offeror/vendor and submitted with all bids or offers on FTA-funded contracts. Bids or offers not accompanied by this form will be REJECTED**

**B. DOMESTIC CONTENT WORKSHEET:**

(Typical Components of Buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form)

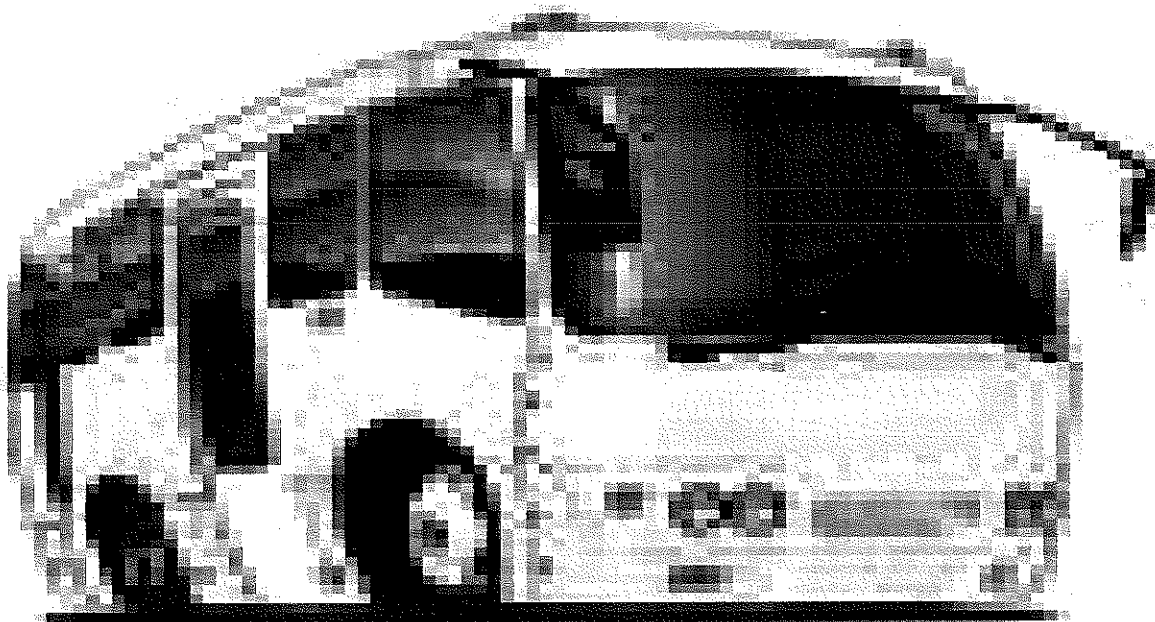
**If you plan on using another components listing, you must include it with your bid and place an X in the following box. ☒**

| I. Components                                                          | % Domestic | X % Value | Dom. Value |
|------------------------------------------------------------------------|------------|-----------|------------|
| engines                                                                |            |           |            |
| transmissions                                                          |            |           |            |
| front axle assemblies                                                  |            |           |            |
| rear axle assemblies                                                   |            |           |            |
| drive shaft assemblies                                                 |            |           |            |
| front suspension assemblies                                            |            |           |            |
| rear suspension assemblies                                             |            |           |            |
| air compressor and pneumatic systems                                   |            |           |            |
| generator, alternator & electrical systems                             |            |           |            |
| steering system assemblies                                             |            |           |            |
| front and rear air brake assemblies                                    |            |           |            |
| air conditioning compressor assemblies                                 |            |           |            |
| air conditioning evaporator/condenser assemblies                       |            |           |            |
| heating systems.                                                       |            |           |            |
| passenger seats                                                        |            |           |            |
| driver's seat assemblies                                               |            |           |            |
| window assemblies                                                      |            |           |            |
| entrance and exit door assemblies                                      |            |           |            |
| door control systems                                                   |            |           |            |
| destination sign assemblies                                            |            |           |            |
| interior lighting assemblies                                           |            |           |            |
| front and rear end cap assemblies                                      |            |           |            |
| front and rear bumper assemblies                                       |            |           |            |
| specialty steel (structural steel tubing etc.) and aluminum extrusions |            |           |            |
| aluminum, steel or fiberglass exterior panels and interior trim        |            |           |            |
| flooring and floor coverings                                           |            |           |            |
| TOTAL DOMESTIC CONTENT OF COMPONENTS (%)                               |            |           |            |

**B. CONTINUED DOMESTIC CONTENT WORKSHEET:**

|                                                                                              |                                               |
|----------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>II. Construction Activities</b><br>(Describe Activities)                                  |                                               |
| Final Assembly                                                                               |                                               |
| <b>Location of Construction Activities:</b><br>51165 Greenfield Drwy<br>Middlebury, IN 46540 | <b>% OF DOMESTIC CONSTRUCTION ACTIVITIES:</b> |

|                             |                    |                   |
|-----------------------------|--------------------|-------------------|
| Aeroc                       | Spirit of mobility | 2014              |
| <b>Vehicle Manufacturer</b> | <b>Model</b>       | <b>Model Year</b> |
| National Bus Sales          | Kobb               | 05/15/14          |
| <b>Vendor Name</b>          | <b>Signature</b>   | <b>Date</b>       |



**C. LOBBYING:**

The **BIDDER/VENDOR** certifies compliance with the Anti-Lobbying amendment, 31 U.S.C. ' 1352, as amended by the Lobbying Disclosure Act of 1995, Public Law 104-65 [to be codified at 2 U.S.C. ' 1601, et seq.]. The **BIDDER/VENDOR** also certifies that it will execute the following, "Certification Regarding Lobbying", as required by 49 CFR Part 20, AA New Restriction on Lobbying.e

**EXECUTE THE FOLLOWING**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned,

National Bus Sales & Leasing Inc

**(Bidder/Vendor)**

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

A. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

B. 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," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/96). Note: Language in paragraph "B" herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (Public Law 104-65, to be codified at 2 U.S.C. ' 1601, et seq. )]

C. 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 Subrecipient's 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.

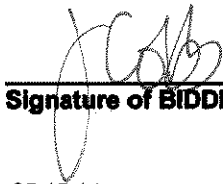
**C. CONTINUED LOBBYING:**

[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 and not more than \$100,000 for each such expenditure or failure.

National Bus Sales & Leasing Inc

**(Bidder/Vendor)**

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER/VENDOR understands and agrees that the provisions of 31 U.S.C. ' 3801, et seq., apply to this certification and disclosure, if any.



**Signature of BIDDER/VENDOR's Authorized Official**

Jennifer Cobb, Sales Coordinator

**Name and Title of BIDDER's Authorized Official**

05.15.14

**Date**



### SECTION III

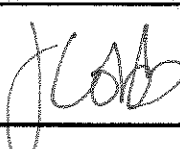
#### **CERTIFICATION TO PURCHASER:**

The undersigned **BIDDER/VENDOR** certifies that the vehicle(s) furnished will meet or exceed the specifications.

The **BIDDER/VENDOR** hereby certifies that it has attached all applicable documentation including:

1. Federal Motor Vehicle Safety Standards (FMVSS)
2. Altoona Test Certification
3. Buy America Certification Form
4. Domestic Content Worksheet
5. Lobbying Certification Form
6. Government wide Debarment & Suspension Certification Form
7. Certification to Purchaser Form
8. Drawing of proposed floor plan.
9. Printed product literature of the vehicle and all ancillary equipment

The undersigned **BIDDER/VENDOR** certifies that it has read all of the bid documents and agrees to abide by the terms, certifications, and conditions thereof.

|                                                                         |                                                                                                          |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Name of Company:</b><br>National Bus Sales & Leasing Inc             | <b>Printed Name of Person Completing Form:</b><br>Jennifer Cobb, Sales Coordinator                       |
| <b>Address: (City, State, Zip)</b><br>15580 Hwy 114<br>Justin, TX 76247 | <b>SS# or Tax ID #:</b><br>58-1216021                                                                    |
| <b>Telephone: (Area Code)</b><br>800.282.7981<br>817.636.2365           | <b>Signature:</b><br> |

|                                                            |                                              |                               |
|------------------------------------------------------------|----------------------------------------------|-------------------------------|
| <b>Disadvantaged Business Enterprise Information (DBE)</b> | <b>Bidders type of organization (circle)</b> |                               |
| <b>Is your firm a DBE?</b><br>No                           | <b>Sole Proprietorship</b>                   | <b>General Proprietorship</b> |
| <b>(yes) (no)</b>                                          | <b>Corporation</b>                           | <b>Limited Partnership</b>    |
| <b>If yes, what type?</b>                                  | <b>Other? Please List</b>                    |                               |

## BIDDER/VENDOR CHECKLIST

**THE FOLLOWING CHECKLIST MUST BE COMPLETED BY THE BIDDER/VENDOR BEFORE THE BID IS SUBMITTED.**

**This checklist will be used to ensure that all required procurement clauses and certifications listed within these special provisions have been read, initialed, and signed by the Bidder/Vendor along with any necessary signed certifications.**

**Section I. FOR ALL BIDS:**

**Bidder's initial all lines below:**

- FMVSS CERTIFICATION: Circled all applicable Standards & Signed?**
- A. Incorporation of Federal Transit Administration Terms: Read?**
  - B. Federal Changes: Read?**
  - C. DBE Certification: Read?**
  - D. Air Conditioning Performance: Read?**
  - E. Interest of Members of or Delegates to Congress: Read?**
  - F. Prohibited Interest: Read?**
  - G. Cargo Preference: Read?**
  - H. Energy Conservation: Read?**
  - I. Clean Water and Air: Read?**
  - J. No Obligation By the Federal Government: Read?**
  - K. Program Fraud and False or Fraudulent Statements: Read?**
  - L. Contract Work Hours: Read?**
    - 1. Overtime requirements:
    - 2. Violation; liability for unpaid wages:
    - 3. Withholding for unpaid wages:
    - 4. Subcontracts:
    - 5. Payrolls and basic records:
  - M. Civil Rights: Read?**
    - 1. Nondiscrimination:
    - 2. Equal Employment Opportunity:
  - N. Altoona Test Certification: Completed the following?**
    - 1. Report Summary enclosed? Attached?
    - 2. Report # PTI-BT-80812 : Completed?
  - O. Debarment and Suspensions: Read & Understood?**
    - 1. EPLS Report [www.epls.gov](http://www.epls.gov) (Must Not be Debarred)

## CONTINUED BIDDER/VENDOR CHECKLIST

### Section II.

- A. Buy America Certification: Completed and signed?
- B. Domestic Content Worksheet: Calculated, Completed & Signed?
- C. Lobbying Certification signed: Completed and signed?

*[Handwritten initials]*

### Section III. CERTIFICATION TO PURCHASER Completed and signed?

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

National Bus Sales & Leasing Inc

**Bidder/Vendor Company**

05.15.14

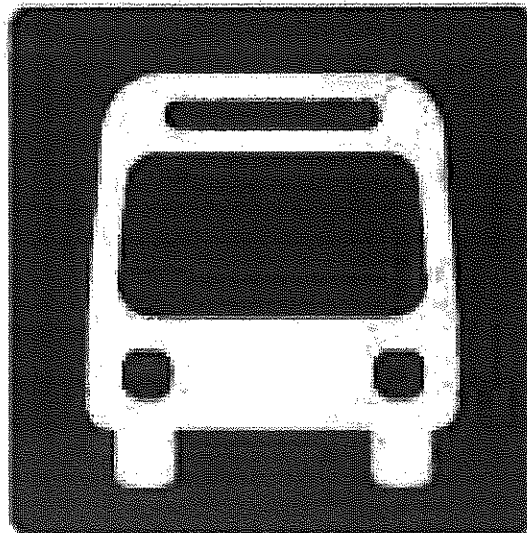
**Date**

Jennifer Cobb, Sales Coordinator

**Bidder/Vendor Representative**

05.15.14

**Date**



USER NAME

PASSWORD

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

## Entity Dashboard

National Bus Sales And Leasing, Inc.

800 Pickens Dr Extension

DUNS: 070318670 CAGE Code: 3P7W4

Marietta, GA, 30062-3170 ,

Status: Active

UNITED STATES

[Entity Overview](#)

## Entity Overview

[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[RETURN TO SEARCH](#)

## Entity Information

**Name:** National Bus Sales And Leasing, Inc.**Business Type:** Business or Organization**POC Name:** David Clawson**Registration Status:** Active**Activation Date:** 11/20/2013**Expiration Date:** 11/07/2014

## Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

WWW4

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

USA.gov  
Department of Commerce

**NOTE: PAGES 18 THRU 24  
ARE TO BE COMPLETED BY THE PRE AWARD  
REVIEWER AT TIME OF THE BID AWARD**

**SECTION IV PRE AWARD AUDIT:**

**A. Purchaser's Certification - 49 CFR 663, subpart B:**

The bidder/vendor has certified that the vehicle to be provided will be the same product as described in the advertised specification. (See attached consolidated certification form signed by the bidder/vendor, part III -A). The pre-award reviewer certifies that the bidder/vendor is responsible and will provide a vehicle that will meet or exceed the specifications.

**EXECUTE THE FOLLOWING**

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

As required by Title 49 of the CFR, Part 663 – Subpart B,

Justin M. Neidel  
(Pre Award Reviewer)

certifies that the buses to be purchased,

Section R - Low floor, Kneeling ADA BUS  
(Number and Description of Buses)

from

Arboc / National Bus Sales & Leasing  
(The Manufacturer/Vendor),

are the same product described in the recipient's solicitation specification and that the proposed bidder/vendor is a responsible bidder/vendor with the capability to produce a bus that meets the specifications.

8/12/2014  
Date:

Justin M. Neidel  
Pre-Award Reviewer Signature:

Transportation Manager  
Title:

**B. BUY AMERICA - 49 CFR 663, subpart B:**

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The vehicles provided by the bidder/vendor (# of vehicles, make, and model) cannot comply with the Buy America requirements, but may qualify for an exception (see attached consolidated certification form signed by the bidder/vendor, part II-A). **OR**

The bidder/vendor has certified that the vehicles (# of vehicles, make, and model) will comply with the Buy America requirements. (See attached consolidated certification form signed by the bidder/vendor, part II-A). The bidder/vendor has also completed the attached domestic content worksheet. (Or the bidder/vendor has provided a certificate from the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of construction activities.) The agency certifies that the vehicles provided will meet the Buy America requirements.

**NOTE: Only one of the following Certifications should be signed, not both.**

**PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart B,

Justin M. Neidel  
(Pre Award Reviewer)

is satisfied that the buses to be purchased,

Section R - Low floor, Kneeling ADA BUS  
(Number and Description of Buses)

from Arboc / National BUS Sales & Leasing  
(The Manufacturer/Vendor)

Do in fact meet all of the requirements of Section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

N/A  
(The Analyst Not the Manufacturer or Its Agent)

has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Justin M. Neidel  
Pre-Award Reviewer Signature:

8/12/2014  
Date:  
Transportation Manager  
Title:

**OR**

**If not applicable, execute the following exemption certification  
On next page**

**B. PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION**

**For the Procurement of vehicle(s) that require an FTA waiver:**

As required by Title 49 of the CFR, Part 663 – Subpart B,

---

**(Pre Award Reviewer)**

certifies that there is a letter from FTA that grants a waiver to the buses to be purchased

---

**(Number and Description of Buses)**

from

---

**(The Manufacturer/Vendor)**

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

---

**Date:**

---

**Pre-Award Reviewer Signature:**

---

**Title:**

**C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:**

The bidder/vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form signed by bidder/vendor). The PURCHASER certifies that the vehicles that the vehicles will meet FMVSS.

**EXECUTE THE FOLLOWING:**

**EXECUTE THE FOLLOWING (Only one of the following FMVSS Certifications should be signed, not both.**

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

Justin M. Neidel  
(Pre Award Reviewer)

certifies that it received, at the post-delivery stage, a copy of

Arboc / National Bus Sales & Leasing  
(The Manufacturer/Vendor)

self-certification information stating that the buses,

Section R - Low Floor, Kneeling ADA BUS  
(Number and Description of Buses)

do comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

8/12/2014  
Date:

Justin M. Neidel  
Pre-Award Reviewer Signature:

Transportation Manager  
Title:

OR

NEXT PAGE

**C. PRE-AWARD FMVSS EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

\_\_\_\_\_  
**(Pre Award Reviewer)**

certifies that it received at the pre-award stage, a statement from

\_\_\_\_\_  
**(The Manufacturer/Vendor)**

indicated that the buses,

\_\_\_\_\_  
**(Number and Description of Buses)**

will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Pre-Award Reviewer Signature:**

\_\_\_\_\_  
**Title:**

**PRE- AWARD CHECKLIST:**

**THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE BUYER AND PRE AWARD REVIEWER BEFORE BID IS AWARDED.**

**This checklist will be used to ensure that all required clauses and certifications are included in the vendor's returned bid packet and that all required certifications have been signed by the vendor.**

**Section I. FOR ALL BIDS:**

**Buyer's Initial all lines below:**

**FMVSS CERTIFICATION: Signed by Bidder/Vendor?**

- A. **Incorporation of Federal Transit Administration Terms: Initialed by Bidder?**
- B. **Federal Changes: Initialed by Bidder?**
- C. **DBE Certification: Initialed by Bidder?**
- D. **Air Conditioning Performance: Initialed by Bidder?**
- E. **Interest of Members of or Delegates to Congress: Initialed by Bidder?**
- F. **Prohibited Interest: Initialed by Bidder?**
- G. **Cargo Preference: Initialed by Bidder?**
- H. **Energy Conservation: Initialed by Bidder?**
- I. **Clean Water and Air: Initialed by Bidder?**
- J. **No Obligation By the Federal Government: Initialed by Bidder?**
- K. **Program Fraud and False or Fraudulent Statements: Initialed by Bidder?**
- L. **Contract Work Hours: Initialed by Bidder?**
  - 1. Overtime requirements:
  - 2. Violation; liability for unpaid wages:
  - 3. Withholding for unpaid wages:
  - 4. Subcontracts:
  - 5. Payrolls and basic records:
- M. **Civil Rights: Initialed by Bidder?**
  - 1. Nondiscrimination:
  - 2. Equal Employment Opportunity:
- N. **Altoona Test Certification completed: Initialed by Bidder?**
  - 1. Report Summary enclosed? Attached to bid?
  - 2. Altoona Test Report # listed by Bidder?
- O. **Debarment and Suspensions: Initialed by Bidder?**
  - 1. EPLS Report from [www.epls.gov](http://www.epls.gov): Attached to bid by Procuring Agency?

*[Handwritten initials for each line of the checklist]*

**CONTINUED PRE- AWARD CHECKLIST:**

**Section II.**

- A. Buy America Certification signed: Signed by Bidder/Vendor?
- B. Domestic Content Worksheet signed: Signed by Bidder/Vendor?
- C. Lobbying Certification signed: Signed by Bidder/Vendor?

*JW*  
*JW*  
*JW*

**Section III. CERTIFICATION TO PURCHASER:**

- A. Completed and signed?

*JW*

The previous checklist was to determine if the Bidder/Vendor read and completed all required necessary documentation. The following checklist is to determine if all of the pre-award documents and required Certifications are signed and completed.

**Section IV. PRE AWARD AUDIT (signed by Pre-Award Reviewer)**

- A. Purchaser's Certification - 49 CFR 663, subpart B: Executed by Reviewer?  
Pre-Award Purchaser's Requirements Certification:
- B. Buy America - 49 CFR 663, subpart B: Executed by Reviewer?  
Pre-Award Buy America Compliance Certification, or  
Pre-Award Buy America Exemption Certification:
- C. FMVSS - 49 CFR 663, subpart D: Executed by Reviewer?  
Pre-Award FMVSS Compliance Certification, or  
Pre-Award FMVSS Exemption Certification:

*JW*

*JW*

*JW*

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

*Justin M. Neidel*  
\_\_\_\_\_  
(Pre-Award Reviewer)

*8/12/2014*  
\_\_\_\_\_  
Date

*Gregory H*  
\_\_\_\_\_  
Additional Oversight

*8/12/14*  
\_\_\_\_\_  
Date

**NOTE: PAGES 26 THRU 32  
ARE TO BE COMPLETED BY THE PURCHASER  
AT TIME OF VEHICLE DELIVERY**

**SECTION V POST DELIVERY AUDIT:**

**A. Purchaser's Certification - 49 CFR 663, subpart C:**

After visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

- or, Grantees in areas with populations of 200,000 or less that purchase more than 20 buses.

The agency's resident inspector monitored manufacturing and completed a report providing accurate records of all construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

**EXECUTE THE FOLLOWING:**

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses,

\_\_\_\_\_  
**(The Purchaser)**

certifies that the buses,

\_\_\_\_\_  
**(Number and the Description of Buses)**

from

\_\_\_\_\_  
**(The Manufacturer/Vendor),**

meet the contract specifications.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Title:**

**OR**

**NEXT PAGE**

**A. POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

\_\_\_\_\_  
**(The Purchaser)**

certifies that a resident inspector,

\_\_\_\_\_  
**(Not an Agent or Employee of the Manufacturer),**

was at manufacturing site during the period of manufacture of

\_\_\_\_\_  
**(Number and Description of Buses)**

The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Title:**

**B. BUY AMERICA - 49 CFR 663, subpart C:**

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The agency certifies that there is a letter from FTA, which grants a waiver to the vehicles provided by the vendor ( # of vehicles, make, and model) from the Buy America requirements, under Section 165 (b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended. **OR**

The agency certifies that it is satisfied that the (# of vehicles, make, and model) meet the requirements of Section 165 (b)(3) . The agency has reviewed documentation provided by the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of final construction activities.

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

\_\_\_\_\_  
**(The Purchaser)**

certifies that the buses received are in fact what they ordered and are satisfied with the,

\_\_\_\_\_  
**(Number and Description of Buses)**

from

\_\_\_\_\_  
**(The Manufacturer/Vendor)**

meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

\_\_\_\_\_  
**(The Analyst Not the Manufacturer or Its Agent)**

has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Title:**

**OR**

**If not applicable, execute the following exemption certification  
On next page**



**C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:**

The vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form provided by the bidder upon vehicle delivery). The agency certifies that the vehicles provided meet FMVSS.

**EXECUTE THE FOLLOWING:**

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(The Purchaser)**

certifies that it received, at the post-delivery stage, a copy of

---

**(The Manufacturer/Vendor)**

self-certification information stating that the buses,

---

**(Number and Description of Buses)**

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date:**

---

**Signature:**

---

**Title:**

**OR**

**NEXT PAGE**

**C. POST-DELIVERY FMVSS EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(The Purchaser)**

certifies that it received, at the Post-delivery stage, a statement from

---

**(The Manufacturer/Vendor)**

indicating that the buses,

---

**(Number and Description of Buses)**

are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date**

---

**Signature**

---

**Title**

**POST DELIVERY AUDIT**

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE BUYER AND GOVERNMENT REVIEWER BEFORE THE VEHICLE(S) ARE ACCEPTED.

Section V **VEHICLE DELIVERY CHECKLIST:** (to be signed by buyer upon acceptance of vehicle)

**Buyer initials all lines below:**

- A. **Purchaser's Certification - 49 CFR 663, subpart C:**  
Post-Delivery Purchaser's Requirements Certification or  
Post-Delivery Purchaser's Requirements Certification (Inspector): \_\_\_\_\_
- B. **Buy America - 49 CFR 663, subpart C:**  
Post-Delivery Buy America Compliance Certification or  
Post-Delivery Buy America Exemption Certification: \_\_\_\_\_
- B. **FMVSS - 49 CFR 663, subpart D:**  
Post-Delivery FMVSS Compliance Certification or  
Post-Delivery FMVSS Exemption Certification: \_\_\_\_\_

Section VI **CERTIFICATION OF DELIVERY:**

By executing this document,

- A. You hereby request that a Lien Entry Form – Motor Vehicle be issued naming the Government Agency utilizing federal funds as Secured Party and that said form(s) will be delivered by the purchaser to a local tag agent for executing and
- B. Assure the vehicle be used in accordance with the federal regulations and current provisions, as applicable.

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Government Reviewer

\_\_\_\_\_  
Date



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

November 6, 2013

ARBOC Specialty Vehicles  
51165 Greenfield Parkway  
Middlebury, IN 46540

Attn: Don Roberts, President/CEO  
Donna Ballge, DBELO

Re: TVM DBE Goal Concurrence – Fiscal Year 2014

Dear Mr. Roberts:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received ARBOC Specialty Vehicles' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2014 for the period of October 1, 2013–September 30, 2014. 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 2014 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 is documentation that may be used to demonstrate your compliance with DBE requirements when bidding on future contracts.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2014 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report in the DOORS system by December 1, 2013. This report should reflect all FTA funded contracting activity for the second period of FY 2013 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2015 DBE goal methodology must be submitted to FTA by August 1, 2014. Therefore, you should publish your goal on or before June 17, 2014. Thank you for your cooperation. If you have any questions regarding this approval, please contact Britney Berry at (202) 366-1065 or via e-mail [britney.berry@dot.gov](mailto:britney.berry@dot.gov).

Sincerely,

Dawn Sweet  
Acting Title VI/DBE Team Leader  
Office of Civil Rights

**STURAA TEST**

**7 YEAR**

**200,000 MILE BUS**

**from**

**ARBOC Mobility LLC.**

**MODEL SOM23G**

**JANUARY 2009**

**PTI-BT-R0812**

**PENNSTATE**



**The Thomas D. Larson  
Pennsylvania Transportation Institute**

201 Transportation Research 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**

ARBOC Mobility LLC. submitted a model SOM23G, gasoline-powered 20 seat (including the driver) 23-foot bus, built on a GM G3500 chassis for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 471 miles. Testing started on July 30, 2008 and was completed on January 9, 2009. 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 September 10, 2008 and was completed on November 28, 2008.

The interior of the bus is configured with seating for 20 passengers including the driver. Free floor space will accommodate 9 standing passengers resulting in a potential load of 29 persons. At 150 lbs per person, this load results in a measured gross vehicle weight of 12,960 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 12,960 lbs. The middle segment was performed at a seated load weight of 11,800 lbs and the final segment was performed at a curb weight of 8,870 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

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 Class 1 or Class 2 failures. Of the thirty-three reported failures, twenty-three were Class 3 and ten were Class 4.

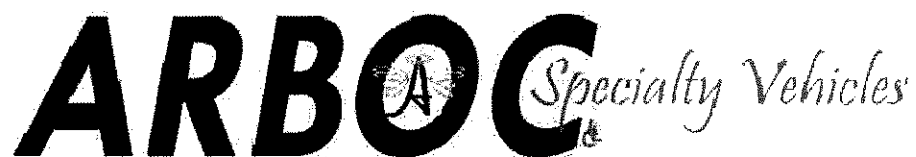
The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 15.38 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.155 inches with a permanent set ranging between -0.006 to 0.006 inches under a distributed static load of 10,875 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

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. 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 4.8 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 4.35 mpg, 4.77 mpg, and 7.84 mpg respectively; with an overall average of 5.13 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



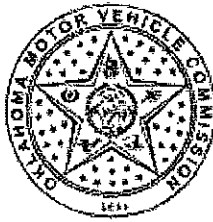
PRE-AWARD BUY AMERICA COST DOCUMENTATION  
Arboc Specialty Vehicles, LLC

End user Customer: State of Oklahoma  
                                   ADA Transit Vehicles  
 Unit Number: TBD

| Component                                                                                                                                                                                                                                                                                                                                                             | Manufacturer      | State of Origin  | % Total Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|--------------|
| Chassis                                                                                                                                                                                                                                                                                                                                                               | GM/Chevy          | Ohio             | 37%          |
| Air Conditioning/Heating                                                                                                                                                                                                                                                                                                                                              | Trans Air         | Pennsylvania     | 10%          |
| Frame and Body Structure                                                                                                                                                                                                                                                                                                                                              | Dexter            | Indiana          | 10%          |
| Ramp                                                                                                                                                                                                                                                                                                                                                                  | Reflex            | Indiana          | 3%           |
| Seats                                                                                                                                                                                                                                                                                                                                                                 | Freedman          | Illinois         | 12%          |
| Frame and Body Structure                                                                                                                                                                                                                                                                                                                                              | Northfield/Future | Michigan         | 3%           |
| Assembly of components                                                                                                                                                                                                                                                                                                                                                | Various           | Indiana/Michigan | 20%          |
| Electrical                                                                                                                                                                                                                                                                                                                                                            | Kauffman          | Indiana          | 5%           |
| USA Material Content                                                                                                                                                                                                                                                                                                                                                  |                   |                  |              |
| Total Material                                                                                                                                                                                                                                                                                                                                                        |                   |                  |              |
| total percentage of vehicle manufactured in the U.S. (minimum)                                                                                                                                                                                                                                                                                                        |                   |                  | 69%          |
| 1-Point of final assembly Middlebury, Indiana.<br>2- Final assembly activities include: (1) Chassis prep and rebuild (2) Body assembly and set (3) Flooring and seat assembly (4) Electrical installation (5) Final assembly including Water test, road test, front end alignment and final ship.<br>3-The labor cost of the final assembly is approximately \$17,458 |                   |                  |              |

ARBOC MOBILITY, LLC    51165 GREENFIELD PARKWAY, MIDDLEBURY, INDIANA 46540  
 CUSTOMER SERVICE DEPARTMENT 866-953-5555  
 574-825-8324 (PHONE) \* 574-825-5116 (FAX)

# OKLAHOMA MOTOR VEHICLE COMMISSION



## Certificate of License

# 282

THE OKLAHOMA MOTOR VEHICLE COMMISSION  
has licensed

NATIONAL BUS SALES & LEASING, INC.  
800 PICKENS DRIVE EXTENSION  
MARIETTA, GEORGIA 30062

AS AN AUTHORIZED  
**Distributor**

And is responsible for the management of its operations and  
personnel as provided by the laws of the State of Oklahoma.

IN TESTIMONY WHEREOF WE SET OUR HAND AND CAUSE TO BE AFFIXED

THE SEAL OF THE  
OKLAHOMA MOTOR VEHICLE COMMISSION

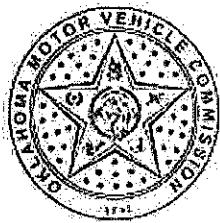
*Richard Reynolds*  
Chairperson

*Roy K Dockum*  
Executive Director

Issue Date: 06/13/2013

Expires: 06/30/2014

# OKLAHOMA MOTOR VEHICLE COMMISSION



## Certificate of License

**# 508**

**THE OKLAHOMA MOTOR VEHICLE COMMISSION**  
**has licensed**

**ARBOC SPECIALTY VEHICLES LLC**  
**51165 GREENFIELD PARKWAY**  
**MIDDLEBURY, INDIANA 46540**

AS AN AUTHORIZED  
**Manufacturer**

And is responsible for the management of its operations and  
personnel as provided by the laws of the State of Oklahoma.

IN TESTIMONY WHEREOF WE SET OUR HAND AND CAUSE TO BE AFFIXED

THE SEAL OF THE

**OKLAHOMA MOTOR VEHICLE COMMISSION**

*Richard Reynolds*  
Chairperson

*Roy K Dockum*  
Executive Director

Issue Date: 05/28/2013

Expires: 06/30/2014