

**CONTRACT E194-73321-MA2058  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
SONNY MERRYMAN, INC.**

**1. SCOPE OF CONTRACT**

This is a Contract between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS," or "DPS") and Sonny Merryman, Inc. ("Contractor" or "Merryman"), a Virginia corporation with its headquarters at 5120 Wards Road, Evington, VA 24550 for the provision of buses, including all related integral and/or peripheral Equipment, and Products, component parts, materials, and supplies (bus[es] or "Equipment" or "Products"), together with related Warranty, maintenance and repair, or other services ("Warranty" or maintenance or services), necessary to provide and maintain Products in accordance with the Original Equipment Manufacturer (OEM) technical specifications and operational performance standards, pursuant to the Commonwealth's Request For Proposal #E194-144, dated August 14, 2014 (the "RFP") and the Contractor's proposal, dated October 21, 2014 in response thereto, with all aforementioned collectively referred to in the aggregate, as "Deliverables." This Contract is being entered into on behalf of the Virginia Department of Education.

**2. AUTHORIZED USERS**

The Contract is available for use by all Commonwealth public school divisions or entities, state agencies, educational institutions, and other public bodies as defined in Section 2.2-4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users."

Pursuant to Code of Virginia § 2.2-1120, all private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code section § 501(c)(3) may also submit orders to purchase products or services directly from any contract, and are included in the definition as an Authorized User.

Contractor shall provide all Deliverables in accordance with the provisions of this Contract upon receipt of a duly authorized order, as defined herein, from any Commonwealth public school division or entity, state agency, educational institution, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Contract is also available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to in the aggregate and hereinafter as Authorized Users for purposes of using this Contract.

This is an optional use contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, all Authorized Users are to submit orders directly with Contractor through the Commonwealth's electronic procurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov), as delineated in the "ORDERS" section of this contract.

### 3. INTERPRETATION OF CONTRACT

As used in this Contract, the terms listed below shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

#### Definitions

Contract	DPS Contract E194-73321-MA2058
Contractor	See Section 1, paragraph 1
Equipment	See Section 1, paragraph 1
Products	See Section 1, paragraph 1
Warranty	Manufacturers' and Contractor's warranties
Deliverables	buses, Equipment, Products, Warranty, maintenance and services
Authorized Users	See Section 1, paragraph 2

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all duly authorized and executed orders and Attachments referencing the Contract (3) the RFP #E194-144 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

### 4. TERM

The Contract shall be effective from **May 16, 2015 through May 15, 2017**. All orders and related documents shall survive the period of performance stated in this section until such time as all orders for Equipment, Products or services (executed prior to the expiration date of the Contract) have been completely performed and accepted by the Authorized User.

### 5. RENEWAL OF CONTRACT

This Contract may be renewed for up to four (4) additional one (1) year successive renewal term periods, under the terms and conditions of the original Contract and/or upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract term period, of the Commonwealth's intent to renew the Contract.

## 6. PRICE ESCALATION / DE-ESCALATION

Discounts are to be considered the minimum for the entire term of the resulting contract. List price may be negotiated on an annual basis at the time of renewal. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized during the initial two-year term at the first anniversary date and then annually, only at the time of contract renewal and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: **(1)** verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and **(2)** verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. All changes in the prices and / or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor(s).

The DGS/DPS Contract Manager will notify the Authorized Users and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases that affect the cost of materials are required to be communicated immediately to the purchasing office.

The Contract pricing for any renewal period following the initial two-year term shall not exceed the lesser of: **(1)** 3% of the Contract pricing for the prior term or **(2)** The Contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of: U.S. Bureau of Labor Statistics (BLS) - Producer Price Index (PPI)\* for the latest twelve (12) month period for which statistics are available. Price adjustments are at the sole discretion of the Commonwealth, only permitted annually at the time of Contract renewal and only where verified to the satisfaction of the DGS/DPS Contract Manager.

The following BLS – PPI table is to be used for reference:

Table 11. Producer price indexes for the net output of selected industries and their products, not seasonally adjusted Industry and product (i.e. column with "Percent change to Oct. 2014 from: Oct 2013"):

- Motor vehicle body manufacturing, Industry Code 336211
- Buses and firefighting vehicles, complete, produced on purchased chassis, Product Code 336211-7

(\*<http://www.bls.gov/web/ppi/ppitable11.pdf>)

## **7. ADDITION/DELETION OF PRODUCTS/SERVICES**

The Commonwealth recognizes that Products and services additions to the Contractor's standard commercial catalog offerings are likely to occur during the life of the Contract. These additions are to be considered as enhancements for the benefit of all Authorized Users, which may be considered by the Commonwealth as follows:

a. Any and all new Products and services will be categorized with similar Products or services into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the Product or service. The Commonwealth shall be notified of new products(s) and / or service(s). Contract amendment or modification will not be required for addition of new product(s) or services to the Contractor's offerings that are consistent with pre-established categories and discount structure.

b. In the event the Contractor adds a new specialty Product or service line that represents Product(s) or services that are consistent with the type and class of Products or services covered under the Contract, but differ sufficiently from products or brands represented in the existing Product or service categories, so that a separate pricing structure is appropriate, then the Commonwealth and Contractor may enter into negotiations to modify the Contract to establish a discount structure, net price, or grand total for the Product(s) or services. Pricing must be competitive in order to add Products or services to this contract, and shall be so deemed upon the sole discretion of the Commonwealth and the DGS/DPS Contract Manager. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to any order placement by an Authorized User, or the acceptance of any duly authorized order by the Contractor. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.

## **8. VENDORS MANUAL**

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

## **9. APPLICABLE LAWS AND COURTS**

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

## **10. ANTI-DISCRIMINATION**

The Contractor certifies to the Commonwealth that they will conform to the provisions of the

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

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **11. ETHICS IN PUBLIC CONTRACTING**

The Contractor certifies that the Contract has been entered into without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal or Contract, and that it has not conferred with any Commonwealth public body or Authorized User employee having official procurement responsibilities for ordering Equipment, Products or services provided through this solicitation and contract process, or any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **12. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By entering into a written Contract with the Commonwealth of Virginia, the Contractor

certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

### 13. DEBARMENT STATUS

The Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting proposals or entering into contracts for the type of goods and/or services covered by the original solicitation, nor is it an agent of any person or entity that is currently so debarred.

### 14. ANTITRUST

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

### 15. PAYMENT

#### A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within forty-five (45)

days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

**B. To subcontractors:**

1. Contractor is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - b. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

**16. PRECEDENCE OF TERMS**

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

**17. QUALIFICATIONS OF CONTRACTOR**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the

goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

## **18. TESTING AND INSPECTION**

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

## **19. ASSIGNMENT OF CONTRACT**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

## **20. CHANGES TO THE CONTRACT**

Changes can be made to the Contract in any of the following ways:

- A. The Authorized Representatives may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of its written agreement to modify the scope of the Contract.
- B. The DGS/DPS Contract Manager may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, and the method of packing or shipment. The Authorized User will stipulate the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Authorized User a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DGS/DPS Contract Manager's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DGS/DPS Contract Manager with all vouchers and records of expenses incurred and savings realized. The DGS/DPS Contract Manager shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DGS/DPS Contract Manager within thirty (30) days from the date of receipt of the written order from the Authorized User. If the parties fail to agree on an



amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the DGS/DPS Contract Manager or with the performance of the Contract generally.

## **21. DEFAULT**

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

## **22. TAXES**

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

## **23. TRANSPORTATION AND PACKAGING**

As applicable, for all Deliverables provided under this Contract, Contractor certifies and warrants that the prices are FOB destination, and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **24. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **25. NONDISCRIMINATION OF CONTRACTORS**

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

## **26. AVAILABILITY OF FUNDS**

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

## **27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **28. FINANCIAL WARRANTY**

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract are always at least as favorable to the Authorized User as the financial deal that the Contractor, or any affiliates, make available to any Virginia public body or cooperative, for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, then the Contractor shall immediately notify the DGS/DPS Contract Manager of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option to other Authorized Users through this Contract. Contractor may request exemption if the better financial deal was for a spot or joint purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot or joint purchase involved special circumstances affecting cost

that would make it unfair to apply an equivalent financial deal outside of that spot or joint purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

## **29. AUDIT**

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

## **30. USE OF CONTRACT BY THIRD PARTIES**

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any Authorized User may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with "Attachment "A," entitled Pricing Schedule," attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

## **31. AUTHORIZED REPRESENTATIVES**

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such

modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

**COMMONWEALTH OF VIRGINIA**

Lynn Enders, Contract Manager  
1111 East Broad Street  
Richmond, VA 23218  
Tel.: 804-786-4068  
Fax: 804-786-5413  
Email: [lynn.enders@dqs.virginia.gov](mailto:lynn.enders@dqs.virginia.gov)

**SONNY MERRYMAN, INC.**

Floyd W. Merryman III, President  
PO Box 495  
Rustburg, Virginia 24588  
Tel.: 434-821-1000  
Fax: 434-821-8203  
Email: [floyd@sonnymerryman.com](mailto:floyd@sonnymerryman.com)

**UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.**

**32. DELIVERY**

Delivery of buses should be within **90-120 days** after receipt of order (ARO). Equipment and services should be within 30 days after receipt of order (ARO).

**33. DELIVERY NOTIFICATION**

Contractor shall offer delivery in accordance with the Authorized User's desired delivery time. The Authorized User's contact, as stated on the order, shall be notified **48 hours** prior to delivery of buses or services so that personnel may be available to allow access to the facility.

**34. PROMOTIONAL DISCOUNTS**

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Manager shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

**35. EXTRA CHARGES NOT ALLOWED**

Pricing for all Equipment covered under Warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

### **36. INSPECTION/LATENT DEFECTS**

All Products are subject to inspection and test, as provide herein under the provision entitled Testing and Inspection. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when Products are used after acceptance has occurred. If latent defects are found at any time during the term of this Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

### **37. PRODUCT AVAILABILITY / SUBSTITUTION**

Substitution of a Product, brand or manufacturer following final Contract execution is expressly prohibited unless approved in writing by the DGS/DPS Contact Manager or the Authorized User submitting an order. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract order was issued becomes unavailable to the Contractor.

### **38. MAINTENANCE MANUALS**

As necessary for the performance of Equipment under this Contract, or as otherwise appropriate, Contractor shall provide new owners manuals and related documents as per manufacturer's standard practice.

### **39. ACCEPTANCE**

Products shall be deemed accepted by the Authorized User after ensuring all products meet the required performance levels ("acceptance"). Warranty shall commence upon the date of delivery unless the bus is deemed not acceptable, in writing, to the Contractor.

### **40. WARRANTY / MAINTENANCE (PRODUCTS AND SERVICES)**

Upon acceptance of Equipment by an Authorized User, and to ensure the maximum safety, protection and satisfaction to any Authorized User, and to their passengers, Contractor agrees that any new bus shall be provided with an initial 5-year/50,000-mile (whichever comes first) full-service, bumper-to-bumper new vehicle warranty ("Warranty"). Warranty is to include all labor and integral components, parts, and assemblies e.g., body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater and air conditioning, etc. to correct any malfunction or defect in materials or workmanship that occurs during the Warranty period, necessary to keep Equipment in good operating condition and preserve its operating efficiency in accordance with all OEM technical specifications and operating standards. The rights and remedies provided herein are in addition to and do not limit those available to any Authorized User by any other Contractual provision, or as provided in Law.

Warranty/maintenance repairs are to made onsite at the Authorized User location or at the Contractor's service facility.

Warranty/maintenance excludes the following normal wear items: tires, filters, and wiper

blades. Selected optional component equipment e.g., cameras, radios, GPS, etc., may be provided with a separate Warranty/maintenance provision, but such Warranty/maintenance shall be provided solely in accordance with the pricing schedule, attached hereto.

Warranty/maintenance of Equipment shall not include any work that is external to the Equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other equipment that is not provided under this Contract. Maintenance of Equipment also shall not include repair of damage that is the direct result from the operational use by the Authorized User or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

In those instances where it is necessary for the Contractor to return Equipment for depot maintenance repair and support, the Contractor shall be responsible for all costs of the Equipment from the time it leaves the Authorized User's site until it is returned to the Authorized User's site in good operating condition. Only new standard part or parts equal in performance to new parts, and certified as OEM-acceptable replacement parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Authorized User.

Contractor shall not be responsible for the cost of any Warranty/maintenance repair due to the direct result of an Authorized User's intentional failure to properly use, maintain, and care for the Products as outlined in the documentation or manuals provided by the Contractor. Authorized Users are advised to maintain copies of all maintenance records and receipts for review by the Contractor.

Nothing herein shall be construed to waive or limit any rights or remedies otherwise available to the Commonwealth or Authorized User under any other provisions herein, or in Code.

Following the initial 5-year/50,000 mile Warranty period, an Authorized User is entitled to purchase additional one-year annual periods of full service maintenance, in accordance with the provision herein under maintenance.

All Warranty/maintenance services to be performed on Equipment shall be performed by qualified OEM-certified technicians to perform such services. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of services and at any time during the term of the Warranty/maintenance period, and any subsequent renewal period thereafter.

#### **41. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY/MAINTENANCE**

- A. During any term of Warranty/maintenance, Authorized User staff shall not perform maintenance or attempt repairs to Equipment except for routine preventative maintenance, and/or as authorized in writing by Contractor. Authorized User will refrain from performing any maintenance and/or repairs which could void OEM Warranties.
- B. The Authorized User shall permit Contractor access to Equipment to be maintained, as agreed upon between the Contractor and Authorized User, subject to the Authorized User's site security policies.

- C. Upon request by Contractor, an Authorized User is to provide Contractor with storage space for spare parts and supplies, as needed, including any heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for use by Contractor's maintenance staff.
- D. The Authorized User shall maintain buses and Equipment in accordance with all OEM and Contractor-furnished specifications, manuals, and documents, or as otherwise agreed upon in writing between the Contractor and an Authorized User.

#### **42. ENGINEERING CHANGES**

Contractor sponsored modifications to Equipment and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of acceptance. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

#### **43. SUPPLIES**

Authorized charges may not include standard operational vehicle replacement supplies (e.g. tires, filters, belts, bulbs, etc.) unless such supplies are specifically identified in the Schedule, or as may be agreed upon by the Authorized User in advance in any duly executed order. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User upon Equipment delivery or acceptance. At all times, an Authorized User reserves the right to acquire such supplies from any source of its choice, but such supplies are required to conform to all OEM or Contractor provided technical specifications and documentation. The provision of such supplies from alternative sources by an Authorized User shall under no circumstances void Contractor responsibilities for Warranty/maintenance, as described herein, or as may otherwise be provided by the Contractor to an Authorized User under this Contract.

#### **44. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**

By its signature on this Contract, Contractor certifies and warrants that its firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all Products/services specified or fulfill the requirements delineated herein.

#### **45. PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

#### **46. SUBCONTRACTS**

No portion of the work shall be subcontracted without prior written consent of the DGS/DPS

Contract Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS/DPS Contract Manager the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

#### **47. INSURANCE**

For the purpose of this contract, Agency means any department, institution, division, authority, board, bureau, district, post, commission, office, political subdivision, public body or public instrumentality in Virginia. The Commonwealth/Agency shall be named as an Additional insured and be so endorsed on any Commercial General Liability or Automobile Liability insurance policy required of this contract. Contractor certifies that it has the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change its workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

#### **48. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**

The Contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. The Contractor shall not accept from any entity located in Virginia any order that is not processed through eVA, the Commonwealth's electronic procurement system.



For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

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

#### **49. EXCLUSIVITY OF TERMS AND CONDITIONS**

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions. Notwithstanding the afore-mentioned, any documents signed by persons other than the Director, DPS Procurement or authorized designee i.e., the DGS/DPS Contract Manager, shall have no validity or effect upon the Contract

#### **50. LOBBYING AND INTEGRITY**

Contractors are advised that communications with any individuals other than the DGS/DPS Contract Manager may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly: a) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State or Authorized User's officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or; b) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any Commonwealth or Authorized User officer or employee.

In addition, Contractors shall in no way attempt to subvert the Commonwealth's stated intent in having developed this Contract, as expressed under Contract Scope, as well as the use of the Contract by any Commonwealth Authorized User, or other public body. Rather the Contractor, in direct coordination with the DGS/DPS Contract Manager, shall actively promote and encourage use of this Contract by and for the benefit of all Commonwealth Authorized Users, at all times. Should the Commonwealth determine at any time that the Contractor has violated this provision, then the Commonwealth may, in its sole and

exclusive judgment, cancel this Contract, and debar the Contractor for a period of time, not to exceed three (3) years.

Upon request of the Commonwealth, the Contractor shall provide any information it deems relevant concerning the Contractor's integrity or responsibility for providing the services or Products, described herein.

## 51. ORDERS

The Contractor agrees that all purchases under the Contract by the Authorized Users shall be processed through eVA. Orders which are not processed through eVA are not authorized by this Contract. If the Contractor receives a non-eVA order that purports to be issued under this Contract, Contractor shall promptly notify the Authorized User that orders outside eVA are not made under this Contract and would require a separate competitive procurement process under the Virginia Public Procurement Act, and Contractor shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order that purports to be under this Contract but where the order has not been processed through eVA, the Contractor shall be in breach of this Contract, and shall notify DGS of the occurrence and shall reimburse DGS for all eVA and SCA fees that would have been generated by placement of the order in accordance with this Contract. Upon request by DGS, Contractor shall certify its compliance with this section.

Authorized Users may order buses, repair parts and services from this Contract by any of the following methods:

- a. eVA: An eVA order issued by an ordering entity of the Commonwealth or Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Charge Card: As applicable, an Authorized User may use their p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User. Contractor agrees that it shall not accept any Charge Card Order that exceeds the minimum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User.

This ordering authority is solely limited to issuing orders for goods and/or services available under this Contract.

**UNDER NO CIRCUMSTANCES SHALL CONTRACTOR CONSTRUE ANY ORDER TO BE A MODIFICATION TO THIS CONTRACT.**

## 52. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from

contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

### **53. CANCELLATION OF CONTRACT**

The Contract Manager reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### **54. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contract Manager and applicable Authorized User, are executing this Contract, or issuing any orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or services identified in Attachment "A" to this Contract or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any order or support services hereunder.

## **55. BREACH**

A Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to deliver goods or services on time as previously agreed upon between Contractor and Authorized User (b) fails to comply with any other term of the order or this Contract and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

## **56. LIQUIDATED DAMAGES**

Delivery is required not later than 180 days after receipt of purchase order from all districts in the Commonwealth. It is understood and agreed by the Contractor that time is of the essence in the delivery of school buses. In the event school buses are not delivered by the date specified and no acceptable substitute is provided, then there will be deducted, not as a penalty but as liquidated damages, the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, DGS/DPS may extend the time for performance of the Contract or delivery of buses herein specified, at DGS/DPS's sole discretion, for good cause shown.

## **57. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia and any Authorized User, together with its officers, agents, and employees, from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any buses, Equipment, or materials of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Authorized User or to failure of the Authorized User to use the buses, Equipment, or materials in the manner already and permanently described by the Contractor on the buses, Equipment, or materials provided.

**58. NON-APPROPRIATION**


All funds for payment of Products or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for items provided under this Contract, the Commonwealth or Authorized User will terminate this Contract for those Products or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

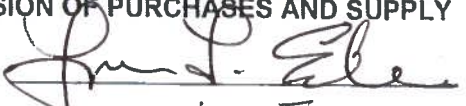
If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or Authorized User may terminate this Contract for Products or services dependent on such federal funds, without further obligation.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**SONNY MERRYMAN, INC.**


**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY**

BY:   
NAME: Floyd W. Merryman, III  
Printed  
TITLE: President & CEO  
DATE: May 7, 2015

BY:   
NAME: LYNN L. ENDERS  
Printed  
TITLE: Contract Manager  
DATE: May 11, 2015

**COMMONWEALTH INTERNAL REVIEW  
AND COORDINATION PURPOSES**

**DEPARTMENT OF EDUCATION**

BY:   
NAME: MARIE WILLIAMS  
Printed  
TITLE: DIRECTOR TEP, PROCUREMENT, & FA  
DATE: 4/30/15

**ATTACHMENT A  
TO  
CONTRACT E194-73321-MA2058  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
SONNY MERRYMAN, INC  
  
GOODS AND PRICING SCHEDULE**

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-73321-MA2058 between the Commonwealth of Virginia and Sonny Merryman, Inc. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

**I. LISTING OF GOODS AND SERVICES**

During the term of this Contract, or any subsequent renewal, Contractor certifies and warrants that all Products shall meet or exceed the specifications stipulated by the Virginia Department of Education "School Bus Specifications" as published on the following or then current website: [http://www.doe.virginia.gov/support/transportation/school\\_buses](http://www.doe.virginia.gov/support/transportation/school_buses).

These specifications, define certain, but not all, components required in a school bus chassis and body to be purchased by all public school divisions.

Copies of regulations and standards can be reviewed at the chassis manufacturer's zone/district office or at the office of the local superintendent of schools.

Any variation from specifications, in the form of additional equipment or changes in style of equipment is prohibited, without the prior written approval of the Virginia Public Transportation Service, Department of Education.

Responsibility for compliance with these school bus specifications rests with the Contractor, representing any dealer and manufacturer. If Contractor, or any dealer or manufacturer, sells school buses that do not conform to any or all of these specifications, a general notice will be sent to all school divisions advising that equipment supplied by Contractor, or such dealer or manufacturer, will be disapproved for school transportation until further notice. A copy of the notice will be sent to the Contractor, or dealer or manufacturer, and will remain in effect until full compliance by the Contractor, dealer or manufacturer is assured.

All requirements stated in the Commonwealth's RFP #E194-144 Section III, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in the Contractor's proposal, submitted in response thereto, for purchase of school buses and products therein, in accordance with the following pricing schedule, or as otherwise stipulated in any Modification to this Contract.

## II. CONTRACT PERIOD

The contract shall be effective from May 16, 2015 through May 15, 2017.

There are four (4) potential one-year renewal options available for this contract.

## III. PRICING SCHEDULE

The following pricing schedule reflects a selection of commonly purchased goods to be provided to the Commonwealth under this Contract. This schedule represents the Contractor's all-encompassing fees for the negotiated goods. This list is not all-inclusive. Any items categorized by the following discount structure shall also be considered part of the Contract. If there is conflict in pricing between the specific items outlined in the pricing schedule and the discount structure, the lower of the two prices shall prevail.

Pricing includes new vehicle preparation and associated costs (taxes, title papers, ordering and invoicing) to be performed by the Contractor prior to FOB Destination delivery.

Pricing Sheets immediately follow this section

### Contractor Pricing Schedule Summary

Bus Type	Sheet
<b>Type A</b>	
16 Passenger, Gas	Sheet 1
16 Passenger, Diesel	Sheet 2
24 Passenger, Gas	Sheet 3
24 Passenger, Diesel	Sheet 4
<b>Type C</b>	
30-Passenger, Diesel	N/A
35-Passenger, Diesel	Sheet 6
53-Passenger, Diesel	Sheet 7
65-Passenger, Diesel	Sheet 8
71-Passenger, Diesel	Sheet 9
77-Passenger, Diesel	Sheet 10
<b>Type D (Rear Engine)</b>	
66-Passenger, Diesel	Sheet 11
72-Passenger, Diesel	Sheet 12
78-Passenger, Diesel	Sheet 13
84-Passenger, Diesel	Sheet 14
<b>Type D (Front Engine)</b>	
42-Passenger, Diesel	Sheet 15
53-Passenger, Diesel	Sheet 16
65-Passenger, Diesel	Sheet 17
71-Passenger, Diesel	Sheet 18
77-Passenger, Diesel	Sheet 19
83-Passenger, Diesel	Sheet 20

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type A 16-Passenger - GAS</b>		<b>GVWR: 12,300 LBS</b>	
Model Year	2016 or current model year		
Engine manufacturer, model #	GM 6.0LV8		
Output horsepower and torque	342 HP 373 ft. lb. torque		
Engine fuel type (gas, diesel, alternative fuel type)	Gas		
Transmission manufacturer, model #	GM		
Transmission maximum input horsepower and torque	531 HP 716 ft. lb. torque		
Tire manufacturer, size, radial or bias ply, and tread type	LT225/75R16 Radial All Season		

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	50 +
\$45,928	\$45,928	\$45,928	\$45,928	\$45,928	\$45,928

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
AM/FM CD Player	B260401100	\$414.00
AM/FM CD PA	B260401101	\$455.00
Exterior Speaker for PA	B258005000	\$121.00
Child Reminder System	B200113000	\$96.00
Electric Powered Entrance Door	B50360M000	\$689.00
Extended Length Body	051MS	\$1,534.00
White Roof	D50610F041	\$497.00
Tinted Glass	B161101041	\$105.00
Seat Belt Ready Seat Frames	B641539000	\$0.00
Seat Belt (each)	B623001196	\$14.00
Ricon Lift Package (includes door)*	B704827000	\$5,625.00
Bruan Lift Package (includes door)*	B7060MR919	\$5,634.00
Sure-Lok Retractable Tiedown	B7114121000	\$327.00
Q'Straint Retractable Tiedown	B708331000	\$400.00
14,200 GVWR (includes chassis)*	B548969000	\$2,297.00
<b>Any Unpriced Option receives 25% discount</b>		

\*Requires Extended Body Option



## Pricing Schedule - Thomas Built Buses

**CONTRACTOR: Sonny Merryman, Inc.**

### BASE STANDARD FEATURES

<b>Type A 16-Passenger - DIESEL</b>	<b>GVWR: 12,300 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	50 +
\$55,718.00	\$55,718.00	\$55,718.00	\$55,718.00	\$55,718.00	\$55,718.00

Model Year	2016 or current model year
Engine manufacturer, model #	GM 6.6L V8 Duramax
Output horsepower and torque	260 HP 525 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	GM
Transmission maximum input horsepower and torque	531 HP 716 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	LT225/75R16 Radial All Season

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
AM/FM CD Player	B260401100	\$414.00
AM/FM CD PA	B260401101	\$455.00
Exterior Speaker for PA	B258005000	\$121.00
Child Reminder System	B200113000	\$96.00
Electric Powered Entrance Door	B50360M000	\$689.00
Extended Length Body	051MS	\$1,534.00
White Roof	D50610F041	\$497.00
Tinted Glass	B161101041	\$105.00
Seat Belt Ready Seat Frames	B641539000	\$0.00
Seat Belt (each)	B623001196	\$14.00
Ricon Lift Package (includes door)*	B704827000	\$5,625.00
Bruan Lift Package (includes door)*	B7060MR919	\$5,634.00
Sure-Lok Retractable Tiedown	B714121000	\$327.00
Q'Straint Retractable Tiedown	B708331000	\$400.00
14,200 GVWR (includes chassis)*	B548969000	\$2,297.00
<b>Any Unpriced Option receives 25% discount</b>		

\*Requires Extended Body Option

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type A 24-Passenger - GAS</b>	<b>GVWR: 12,300 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	50 +
\$46,048	\$46,048	\$46,048	\$46,048	\$46,048	\$46,048

Model Year	2016 or current model year
Engine manufacturer, model #	GM 6.0LV8
Output horsepower and torque	342 HP 373 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Gas
Transmission manufacturer, model #	GM
Transmission maximum input horsepower and torque	531 HP 716 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	LT225/75R16 Radial All Season

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
AM/FM CD Player	B260401100	\$414.00
AM/FM CD PA	B260401101	\$455.00
Exterior Speaker for PA	B258005000	\$121.00
Child Reminder System	B200113000	\$96.00
Electric Powered Entrance Door	B50360M000	\$689.00
Extended Length Body	051MS	\$1,534.00
White Roof	D50610F041	\$497.00
Tinted Glass	B161101041	\$105.00
Seat Belt Ready Seat Frames	B641539000	\$0.00
Seat Belt (each)	B623001196	\$14.00
Ricon Lift Package (includes door)*	B704827000	\$5,625.00
Bruan Lift Package (includes door)*	B7060MR919	\$5,634.00
Sure-Lok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
14,200 GVWR (includes chassis)*	B548969000	\$2,297.00
<b>Any Unpriced Option receives 25% discount</b>		

\*Requires Extended Body Option

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type A 24-Passenger - DIESEL</b>	<b>GVWR: 12,300 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	50 +
\$55,834	\$55,834	\$55,834	\$55,834	\$55,834	\$55,834

Model Year	2016 or current model year
Engine manufacturer, model #	GM 6.6L V8 Duramax
Output horsepower and torque	260 HP 525 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	GM
Transmission maximum input horsepower and torque	531 HP 716 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	LT225/75R16 Radial All Season

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
AM/FM CD Player	B260401100	\$414.00
AM/FM CD PA	B260401101	\$455.00
Exterior Speaker for PA	B258005000	\$121.00
Child Reminder System	B200113000	\$96.00
Electric Powered Entrance Door	B50360M000	\$689.00
Extended Length Body	051MS	\$1,534.00
White Roof	D50610F041	\$497.00
Tinted Glass	B161101041	\$105.00
Seat Belt Ready Seat Frames	B641539000	\$0.00
Seat Belt (each)	B623001196	\$14.00
Ricon Lift Package (includes door)*	B704827000	\$5,625.00
Bruan Lift Package (includes door)*	B7060MR919	\$5,634.00
Sure-Lok Retractable Tiedown	B714121000	\$327.00
Q'Straint Retractable Tiedown	B708331000	\$400.00
14,200 GVWR (includes chassis)*	B548969000	\$2,297.00
<b>Any Unpriced Option receives 25% discount</b>		

\*Requires Extended Body Option

**Warranty: 5-year/50,000 mile**

**Pricing Schedule - Thomas Built Buses**

CONTRACTOR: Sonny Merryman, Inc.

**BASE STANDARD FEATURES**

**BASE STANDARD - Quantity/Prices**

BASE STANDARD FEATURES		1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	50 +
Type C1 (Conventional) 30-Passenger	GVWR:	\$0	\$0	\$0	\$0	\$0	\$0

**NOT AVAILABLE**

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type C (Conventional) 35-Passenger - DIESEL</b>	<b>GVWR: 25,500 LBS</b>
Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS2200
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	10R22.5 Radial Std Tread

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$74,178	\$73,178	\$72,178	\$71,178

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	FL-124-1EO	\$161.00
270 Amp Alternator	FL-124-1AB	\$765.00
Tilt/Telescopic Steering	FL-532-002	\$359.00
Tilt Steering Column	FL-532-009	\$219.00
Rear Air Ride	FL-622-284	\$307.00
Block Heater (Includes Weatherproof Plug)	FL-138-011	\$119.00
Mud Flaps	D1088-00-003	\$43.00
Mud & Snow Tires	FL-094-1TA	\$147.00
AM/FM CD Player	B1069-00-002	\$490.00
AM/FM CD PA	B1069-00-003	\$530.00
Exterior Speaker	D1066-00-003	\$112.00
Child Reminder	D4030-00-000	\$152.00
Air Door	D3024-04-000	\$206.00
Vandalock	D3039-11-000	\$112.00
White Roof	D5060-1E-170	\$419.00
Tinted Glass	D7007-00-170	\$191.00
Belt Ready Seats	B6415839000	\$360.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	D1164-00-013	\$5,646.00
Braun Lift Package (includes door)	D1164-00-003	\$5,705.00
Surelok Retractable Tiedown	D1179-00-016	\$327.00
Q'Straint Retractable Tiedown	D1179-00-006	\$400.00
Full Air Brakes	FL-018-002	\$1,246.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

**CONTRACTOR: Sonny Merryman, Inc.**

### BASE STANDARD FEATURES

BASE STANDARD FEATURES	
<b>Type C1 (Conventional) 53-Passenger - DIESEL</b>	<b>GVWR: 25,500 LBS</b>
Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	<i>Diesel</i>
Transmission manufacturer, model #	Allison PTS2200
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	10R22.5 Radial Std Tread

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$76,204	\$75,204	\$74,204	\$73,204

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	FL-124-1EO	\$161.00
270 Amp Alternator	FL-124-1AB	\$765.00
Tilt/Telescopic Steering	FL-532-002	\$359.00
Tilt Steering Column	FL-532-009	\$219.00
Rear Air Ride	FL-622-284	\$307.00
Block Heater (Includes Weatherproof Plug)	FL-138-011	\$119.00
Mud Flaps	D1088-00-003	\$43.00
Mud & Snow Tires	FL-094-1TA	\$147.00
AM/FM CD Player	B1069-00-002	\$490.00
AM/FM CD PA	B1069-00-003	\$530.00
Exterior Speaker	D1066-00-003	\$112.00
Child Reminder	D4030-00-000	\$152.00
Air Door	D3024-04-000	\$206.00
Vandalock	D3039-11-000	\$112.00
White Roof	D5060-1E-221	\$437.00
Tinted Glass	D7007-00-221	\$248.00
Belt Ready Seats	B6415839000	\$540.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	D1164-00-013	\$5,646.00
Braun Lift Package (includes door)	D1164-00-003	\$5,705.00
Surelok Retractable Tiedown	D1179-00-016	\$327.00
Q'Straint Retractable Tiedown	D1179-00-006	\$400.00
Full Air Brakes	FL-018-002	\$1,246.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

**CONTRACTOR: Sonny Merryman, Inc.**

### BASE STANDARD FEATURES

<b>Type C (Conventional) 65-Passenger - DIESEL</b>	<b>GVWR: 29,000 LBS</b>
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Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	<i>Diesel</i>
Transmission manufacturer, model #	Allison PTS2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	10R22.5 Radial Std Tread

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$78,736	\$77,736	\$76,736	\$75,736

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	FL-124-1EO	\$161.00
270 Amp Alternator	FL-124-1AB	\$765.00
Tilt/Telescopic Steering	FL-532-002	\$359.00
Tilt Steering Column	FL-532-009	\$219.00
Rear Air Ride	FL-622-284	\$307.00
Block Heater (Includes Weatherproof Plug)	FL-138-011	\$119.00
Mud Flaps	D1088-00-003	\$43.00
Mud & Snow Tires	FL-094-1TA	\$147.00
AM/FM CD Player	B1069-00-002	\$490.00
AM/FM CD PA	B1069-00-003	\$530.00
Exterior Speaker	D1066-00-003	\$112.00
Child Reminder	D4030-00-000	\$152.00
Air Door	D3024-04-000	\$206.00
Vandalock	D3039-11-000	\$112.00
White Roof	D5060-1E-170	\$437.00
Tinted Glass	D7007-00-170	\$315.00
Belt Ready Seats	B6415839000	\$660.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	D1164-00-013	\$5,646.00
Braun Lift Package (includes door)	D1164-00-003	\$5,705.00
Surelok Retractable Tiedown	D1179-00-016	\$327.00
Q'Straint Retractable Tiedown	D1179-00-006	\$400.00
Full Air Brakes	FL-018-002	\$1,246.00
<b>Any Unpriced Option: 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

**CONTRACTOR: Sonny Merryman, Inc.**

### BASE STANDARD FEATURES

<b>Type C (Conventional) 71-Passenger - DIESEL</b>	<b>GVWR: 29,000 LBS</b>
Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	10R22.5 Radial Std Tread

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$79,606	\$78,606	\$77,606	\$76,606

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	FL-124-1EO	\$161.00
270 Amp Alternator	FL-124-1AB	\$765.00
Tilt/Telescopic Steering	FL-532-002	\$359.00
Tilt Steering Column	FL-532-009	\$219.00
Rear Air Ride	FL-622-284	\$307.00
Block Heater (Includes Weatherproof Plug)	FL-138-011	\$119.00
Mud Flaps	D1088-00-003	\$43.00
Mud & Snow Tires	FL-094-1TA	\$147.00
AM/FM CD Player	B1069-00-002	\$490.00
AM/FM CD PA	B1069-00-003	\$530.00
Exterior Speaker	D1066-00-003	\$112.00
Child Reminder	D4030-00-000	\$152.00
Air Door	D3024-04-000	\$206.00
Vandalock	D3039-11-000	\$112.00
White Roof	D5060-1E-310	\$475.00
Tinted Glass	D7007-00-310	\$349.00
Belt Ready Seats	B6415839000	\$720.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	D1164-00-013	\$5,646.00
Braun Lift Package (includes door)	D1164-00-003	\$5,705.00
Surelok Retractable Tiedown	D1179-00-016	\$327.00
O'Straint Retractable Tiedown	D1179-00-006	\$400.00
100 Gallon Fuel Tank	FL-230-003	\$476.00
<b>Any Unpriced Option receives 25% discount</b>		



## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type C (Conventional) 77-Passenger - DIESEL</b>	<b>GVWR: 31,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$82,068	\$81,068	\$80,068	\$79,068

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	220 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	FL-124-1EO	\$161.00
270 Amp Alternator	FL-124-1AB	\$765.00
Tilt/Telescopic Steering	FL-532-002	\$359.00
Tilt Steering Column	FL-532-009	\$219.00
Rear Air Ride	FL-622-284	\$307.00
Block Heater (Includes Weatherproof Plug)	FL-138-011	\$119.00
Mud Flaps	D1088-00-003	\$43.00
Mud & Snow Tires	FL-094-1TA	\$147.00
AM/FM CD Player	B1069-00-002	\$490.00
AM/FM CD PA	B1069-00-003	\$530.00
Exterior Speaker	D1066-00-003	\$112.00
Child Reminder	D4030-00-000	\$152.00
Air Door	D3024-04-000	\$206.00
Vandalock	D3039-11-000	\$112.00
White Roof	D5060-1E-310	\$512.00
Tinted Glass	D7007-00-310	\$383.00
Belt Ready Seats	B6415839000	\$780.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	D1164-00-013	\$5,646.00
Braun Lift Package (includes door)	D1164-00-003	\$5,705.00
Surelok Retractable Tiedown	D1179-00-016	\$327.00
Q'Straint Retractable Tiedown	D1179-00-006	\$400.00
100 Gallon Fuel Tank	FL-230-003	\$476.00
<b>Any Unpriced Option: 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Rear Engine) 66-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$100,886	\$99,886	\$98,886	\$97,886

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$-
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$189.00
White Roof	B50601F110	\$553.00
Tinted Glass	B161101110	\$277.00
Belt Ready Seats	B641539000	\$660.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336505000	\$125.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Rear Engine) 72-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$101,498	\$100,498	\$99,498	\$98,498

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$-
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$189.00
White Roof	B50601F120	\$590.00
Tinted Glass	B161101120	\$299.00
Belt Ready Seats	B641539000	\$720.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336505000	\$125.00
<b>Any Unpriced Option: 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Rear Engine) 78-Passenger - DIESEL</b>	<b>GVWR: 33,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$106,708	\$105,708	\$104,708	\$103,708

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 3000
Transmission maximum input horsepower and torque	300 HP 950 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$-
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$189.00
White Roof	B50601F130	\$590.00
Tinted Glass	B161101130	\$321.00
Belt Ready Seats	B641539000	\$780.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336505000	\$125.00
<b>Any Unpriced Option: 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Rear Engine) 84-Passenger - DIESEL</b>	<b>GVWR: 33,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$107,266	\$106,266	\$105,266	\$104,266

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 3000
Transmission maximum input horsepower and torque	300 HP 950 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$-
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$189.00
White Roof	B50601F140	\$590.00
Tinted Glass	B161101140	\$343.00
Belt Ready Seats	B641539000	\$840.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336505000	\$125.00
<b>Any Unpriced Option: 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 42-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$92,212	\$91,212	\$90,212	\$89,212

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F090	\$515.00
Tinted Glass	B161101090	\$239.00
Belt Ready Seats	B641539000	\$420.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 53-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$92,751	\$91,751	\$90,751	\$89,751

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F101	\$553.00
Tinted Glass	B161101101	\$260.00
Belt Ready Seats	B641539000	\$540.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336501000	\$280.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 65-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$93,434	\$92,434	\$91,434	\$90,434

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F110	\$553.00
Tinted Glass	B161101110	\$282.00
Belt Ready Seats	B641539000	\$660.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336501000	\$280.00
<b>Any Unpriced Option receives 25% discount</b>		



## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 71-Passenger - DIESEL</b>	<b>GVWR: 30,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$94,195	\$93,195	\$92,195	\$91,195

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F120	\$590.00
Tinted Glass	B161101120	\$299.00
Belt Ready Seats	B641539000	\$720.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336501000	\$280.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 77-Passenger - DIESEL</b>	<b>GVWR: 32,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$95,306	\$94,306	\$93,206	\$92,306

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 2500
Transmission maximum input horsepower and torque	300 HP 550 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F140	\$590.00
Tinted Glass	B161101140	\$343.00
Belt Ready Seats	B641539000	\$780.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336500000	\$280.00
<b>Any Unpriced Option receives 25% discount</b>		

## Pricing Schedule - Thomas Built Buses

CONTRACTOR: Sonny Merryman, Inc.

### BASE STANDARD FEATURES

<b>Type D (Front Engine) 83-Passenger - DIESEL</b>	<b>GVWR: 33,000 LBS</b>
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### BASE STANDARD - Quantity/Prices

1 to 10	11 to 25	26 to 50	51 +
\$100,549	\$99,549	\$98,549	\$97,549

Model Year	2016 or current model year
Engine manufacturer, model #	Cummins ISB
Output horsepower and torque	200 HP 520 ft. lb. torque
Engine fuel type (gas, diesel, alternative fuel type)	Diesel
Transmission manufacturer, model #	Allison PTS 3000
Transmission maximum input horsepower and torque	300 HP 950 ft. lb. torque
Tire manufacturer, size, radial or bias ply, and tread type	11R22.5 Radial 14 Ply Std Tread

**Warranty: 5-year/50,000 mile**

### OPTIONS/UPGRADES

Option Description	Option Code	Contract Amount \$
200 Amp Alternator	C13540000	\$161.00
270 Amp Alternator	C135401000	\$765.00
Tilt/Telescopic Steering	C422002000	\$239.00
Rear Air Ride	C440501000	\$1,304.00
Block Heater (Includes Weatherproof Plug)	C231600000	\$167.00
Mud Flaps	B564102000	\$61.00
Mud & Snow Tires	C526002000	\$147.00
AM/FM CD Player	B260401300	\$580.00
AM/FM CD PA	B260401301	\$613.00
Exterior Speaker	C258000000	\$112.00
Child Reminder	B200113000	\$96.00
Air Door	B503501829	\$401.00
Vandalock	B518200000	\$152.00
White Roof	B50601F130	\$590.00
Tinted Glass	B161101130	\$332.00
Belt Ready Seats	B641539000	\$840.00
Seat Belts (each)	B623001196	\$14.00
Ricon Lift Package (includes door)	B704827000	\$5,625.00
Braun Lift Package (includes door)	B7060MR919	\$5,634.00
Surelok Retractable Tiedown	B714121000	\$327.00
O'Straint Retractable Tiedown	B708331000	\$400.00
100 Gallon Fuel Tank	C336501000	\$280.00
<b>Any Unpriced Option receives 25% discount</b>		

#### **IV. LOGISTICS**

All orders shall be F.O.B. Destination. Prices include all standard freight costs. Contractor must adhere to any and all security requirements at any facilities that are served.

No minimum order limits apply.

Maintenance and repair products ordered incorrectly by the Commonwealth may incur a restocking fee if required by the manufacturer.

Products judged by the Authorized User to be unacceptable may be rejected, with documented cause. All costs associated with rejection are the responsibility of the Contractor. Over-shipments of maintenance and repair products will be accepted at the Commonwealth's discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products of maintenance and repair products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

#### **V. REPORTING REQUIREMENTS**

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Manager. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but may not be limited, to the following:

##### **A. Contractor's Quarterly Report of Sales:**

On a quarterly basis, the Contractor shall provide the Contract Manager with electronic reports in Microsoft Excel format of the total invoiced sales data by each Authorized User. Reports shall be provided no later than the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Manager at [lynn.enders@dgs.virginia.gov](mailto:lynn.enders@dgs.virginia.gov). An electronic copy shall also be delivered to the following email address: [vssireport@dgs.virginia.gov](mailto:vssireport@dgs.virginia.gov). See Attachment B. to this Contract for the report template which identifies the information to be provided.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

##### **B. Sur-Charge Adjustment (SCA):**

While Contractor intends to encourage use of this contract by all buyers who are authorized to use the contract, Contractor recognizes that some authorized users may have legal authority to purchase outside this contract, and in such instances, both the Contractor and the buyer will derive value from being able to use or refer to the specifications, terms, and conditions worked out and benchmarked through this contract as being both attainable and highly desirable. At the same time, the amount of the fee

provided in this clause has been calculated based on anticipated volume from authorized users of the contract and not from Contractor's sales to customers who are not authorized to use this contract. Accordingly, it is agreed that Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this contract of \$350 per each school bus sold to any entity identified herein as an Authorized User, regardless of whether or not the school bus is bought from a purchase order referencing this contract or as a result of a procurement conducted independently by the Authorized User. DGS will not issue invoices or statements. The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter, along with a quarterly accounting of sales under this contract versus independent procurement, and Contractor's certification that the accounting is true, correct, and complete.

The SCA fee amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check; however in the absence of an express written agreement from DGS that validates the agreement, the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number & mail to:**

DGS/Div. of Purchases & Supply  
Attn: SCA Coordinator  
P.O. Box 1199  
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded contract.

In addition, Contractor shall supply at that time a copy of the most recent R. L. Polk & Co. "**Polk Cross Sell Report**" (for New Bus Deliveries) of sales to Authorized Users for the previous quarter. The final Polk Report shall be due to DGS within 90 days of the termination of this contract.

If the full amount of the SCA fee is not paid within thirty (30) calendar days of due date, then it shall constitute a debt that the Contractor is contractually obligated to pay to the Commonwealth, which may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this contract, as well as additional actions up to, and including Debarment, in accordance with procedures outlined in the Commonwealth's Vendors Manual.

### **C. Periodic Progress Reports/Invoices:**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses, and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately

for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the Contractor will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of its periodic invoices.

**D. Final Actual Involvement Report:**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME, ADDRESS AND PHONE #	GOODS/SERVICES TYPE	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
Total for Business Class				

**VI. INVOICING AND PAYMENT**

**A. Invoices**

As applicable, all invoices shall be rendered promptly to the Commonwealth or any Authorized User after all Products and/or services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual Order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Goods and/or services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

**B. Methods of Payment:**

1. Payment will be made forty-five (45) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.

2. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold of the Authorized User, Contractor shall accept payment using an Authorized User's p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for the use by the ordering Authorized User. Contractor agrees that they shall not accept any Charge Card Order that exceeds the minimum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
3. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

**C. Credit (Equipment):**

Contractor will accept and provide full credit for Equipment based on the manufacturer's decision regarding such return and credit. Contractor will act as an advocate for the Authorized User in all instances.

**VII. COMMONWEALTH POINTS OF CONTACT**

**Contract Manager**

Lynn Enders, Contract Manager  
1111 East Broad Street, 6<sup>th</sup> Floor  
Richmond, VA 23219  
Tel.: 804-786-4068  
Fax: 804-786-5413  
Email: [lynn.enders@dgs.virginia.gov](mailto:lynn.enders@dgs.virginia.gov)

**Billing/Administration**

DGS/Division of Purchases and Supply  
ATTN: SCA Coordinator  
PO Box 1199  
Richmond, VA 23218-1199  
[vssireport@dgs.virginia.gov](mailto:vssireport@dgs.virginia.gov)

**eProcurement**

eVA Customer Care [[LINK](#)]  
866-289-7367 or 804-371-2525  
[eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov)  
Catalog Management  
[eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov)

**V. CONTRACTOR POINTS OF CONTACT**

**Primary Contact**

Floyd W. Merryman III, President  
PO Box 495  
Rustburg, Virginia 24588  
Tel.: 434-821-1000  
Fax: 434-821-8203  
Email: [floyd@sonnymerryman.com](mailto:floyd@sonnymerryman.com)

**Billing/Administration**

Floyd W. Merryman III, President  
PO Box 495  
Rustburg, Virginia 24588  
Tel.: 434-821-1000  
Fax: 434-821-8203  
Email: [floyd@sonnymerryman.com](mailto:floyd@sonnymerryman.com)

**ATTACHMENT B**  
**CONTRACT E194-73321-MA2058**  
**BETWEEN**  
**THE COMMONWEALTH OF VIRGINIA**  
**AND**  
**SONNY MERRYMAN, INC**

**CONTRACTOR'S REPORT OF SALES**

<b>Contract Number</b>	
<b>Contractor Name</b>	
<b>Report Preparer Name</b>	
<b>Contact E-mail</b>	
<b>Contact Phone</b>	
<b>Report Start Date</b>	
<b>Report End Date</b>	

Line #	Order Date	eVA Purchase Order Number	Delivery Date	School District/Locality Sold To	Bus Type	Student Seating Capacity	Chassis Manufacturer Name	Body Manufacturer Name	Vehicle Identification Number	Base Purchase Price	Total Options Price	Total Purchase Price	Surcharge Charge (SCA)	Sold on State Contract (Yes=Y or No=N)
(Sample)	1/9/2016	EP756651	4/2/2016	Test County Schools	CE	65	XYZ Company	ABC Company	4AAAABBB7DE680825	\$80,000.00	\$3,500.00	\$83,500.00	\$1,636.60	Y
<b>Totals</b>														

**Instructions:**

1. Complete the information in the tables above for the dates covered by this report.
2. Complete all the cells for each line-item purchased as shown in the example.
3. Ensure correct spelling of the School District/Locality Names.
4. Verify Total Purchase Price and Surcharge Fee are calculated correctly.

**Total Sales for Reporting Period:**

**\$0.00**

**Surcharge Fee for Reporting Period:**

**\$0.00**



1. SCOPE OF CONTRACT .....	1
2. AUTHORIZED USERS.....	1
3. INTERPRETATION OF CONTRACT .....	2
4. TERM.....	2
5. RENEWAL OF CONTRACT.....	2
6. PRICE ESCALATION / DE-ESCALATION .....	2
7. ADDITION/DELETION OF PRODUCTS/SERVICES .....	3
8. VENDORS MANUAL.....	4
9. APPLICABLE LAWS AND COURTS.....	4
10. ANTI-DISCRIMINATION .....	4
11. ETHICS IN PUBLIC CONTRACTING.....	5
12. IMMIGRATION REFORM AND CONTROL ACT OF 1986 .....	5
13. DEBARMENT STATUS.....	6
14. ANTITRUST .....	6
15. PAYMENT.....	6
16. PRECEDENCE OF TERMS .....	7
17. QUALIFICATIONS OF CONTRACTOR.....	7
18. TESTING AND INSPECTION .....	8
19. ASSIGNMENT OF CONTRACT .....	8
20. CHANGES TO THE CONTRACT.....	8
21. DEFAULT.....	9
22. TAXES .....	9
23. TRANSPORTATION AND PACKAGING.....	9
24. DRUG-FREE WORKPLACE .....	9
25. NONDISCRIMINATION OF CONTRACTORS.....	9
26. AVAILABILITY OF FUNDS.....	10
27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH .....	10
28. FINANCIAL WARRANTY .....	10
29. AUDIT .....	11
30. USE OF CONTRACT BY THIRD PARTIES .....	11
31. AUTHORIZED REPRESENTATIVES.....	11
32. DELIVERY .....	12
33. DELIVERY NOTIFICATION .....	12
34. PROMOTIONAL DISCOUNTS.....	12
35. EXTRA CHARGES NOT ALLOWED.....	12
36. INSPECTION/LATENT DEFECTS .....	12
37. PRODUCT AVAILABILITY / SUBSTITUTION .....	13
38. MAINTENANCE MANUALS .....	13
39. ACCEPTANCE.....	13
40. WARRANTY / MAINTENANCE (PRODUCTS AND SERVICES).....	13
41. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY/MAINTENANCE .....	14
42. ENGINEERING CHANGES.....	15
43. SUPPLIES .....	15
44. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT.....	15
45. PRIME CONTRACTOR RESPONSIBILITIES .....	15
46. SUBCONTRACTS .....	15
47. INSURANCE .....	16
48. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS .....	16
49. EXCLUSIVITY OF TERMS AND CONDITIONS .....	17

50. LOBBYING AND INTEGRITY .....	17
51. ORDERS.....	18
52. E-VERIFY PROGRAM .....	18
53. CANCELLATION OF CONTRACT .....	19
54. CONTRACTUAL DISPUTES.....	19
55. BREACH .....	20
56. LIQUIDATED DAMAGES .....	20
57. INDEMNIFICATION .....	20
58. NON-APPROPRIATION.....	21
ATTACHMENT A .....	A-1
ATTACHMENT B .....	B-1