

6. PROCUREMENT

BASIC REQUIREMENT

FTA grantees will use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and that the procedures conform to applicable federal law including [49 CFR Part 18](#), specifically [Section 18.36](#) and [FTA Circular 4220.1F](#), "Third Party Contracting Guidance." Grantees will maintain a contract administration system that ensures that contractors perform in accordance with terms, conditions, and specifications of their contracts or purchase orders.

Note: FTA Circular 4220.1F, with an effective date of November 1, 2008, replaced FTA Circular 4220.1E.

AREAS TO BE EXAMINED

1. Certification

- a. Certification of procurement system by all grantees
- b. Submission of an assurance by states to FTA that they will include in contracts any clauses required by federal statutes and Executive Orders and their implementing regulations
- c. Inclusion of these certifications in the Annual List of Certifications and Assurances

2. Procurement Standards

- a. Procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law
- b. Contract administration that ensures contractor performance in accordance with terms, conditions, and specifications of their contracts or purchase orders
- c. Written code of standards of conduct
- d. Review procedures that avoid purchase of unnecessary or duplicative items
- e. Written record of procurement history
- f. Written procedures to handle and resolve protests
- g. Written procurement selection procedures

- h. Where possible, the use of intergovernmental agreements, federal excess and surplus property, and value engineering
- i. No contracts for rolling stock and replacement parts exceeding five years inclusive of options
- j. Cost or price analysis for every procurement action

3. Competition

- a. Full and open competition for all procurements
- b. No in-State or local geographical preferences
- c. Justification for sole source and single bid awards
- d. No "brand name" only specifications

4. Sole Source Procurements

- a. May be used only when award is infeasible under conventional procurement methods
- b. Cost analysis required

5. Bonding

- a. For all construction or facility improvement contracts exceeding \$100,000

6. Options

- a. Must be evaluated during the initial competition
- b. Must be exercised in accordance with terms and conditions in the original contract
- c. Option price must be better than the market price or the more advantageous offer

7. Advance Payments and Progress Payments

- a. No participation by FTA in funding advance payments made to a contractor without prior FTA approval
- b. Progress payments based on costs incurred
- c. Grantee must obtain title to property or take alternative measures to protect its interests

8. Liquidated Damages

- a. Reasonable expectation of damages to the grantee from late delivery or performance

- b. Rate must be specified in the solicitation and eventual contract

9. Bus Testing

- a. Certification for Interim Bus Testing for any new model bus or any bus model with a major change in configuration or components acquired with funds obligated after September 30, 1989 (Part of the Annual List of Certifications and Assurances)
- b. A model of a bus has been tested
- c. The grantee has received a copy of the test report on the bus model

Applicability of Requirements – For grantees in urbanized areas with populations of 200,000 or more, procurements funded through the grantee’s operating budget (e.g., legal services) may no longer be subject to [FTA C 4220.1F](#) as a result of the elimination of operating assistance to these grantees. However, if these grantees receive capital funding for preventive maintenance and/or ADA operating costs, then contracts funded with these monies (e.g., maintenance contracts and/or contracts with ADA paratransit service providers) are subject to [FTA C 4220.1F](#). Grantees can apply for preventive maintenance capital funds in one of two ways. Grantees can submit an application that identifies specific maintenance contracts to be funded, in which case the requirements of [FTA C 4220.1F](#) apply only to those contracts identified in the grant. Grantees also can submit an application for preventive maintenance funds as a percentage of total maintenance costs, in which case the requirements of [FTA C 4220.1F](#) apply across the board to all maintenance contracts.

Grantees in urbanized areas with populations less than 200,000 that receive FTA operating assistance must adhere to the requirements of [FTA C 4220.1F](#) for procurements funded with these monies. **With the issuance of 4220.1F, FTA has determined that its third party contracting requirements will not apply to operations contracts that recipients and their subrecipients finance entirely without FTA assistance. In other words, with the issuance of 4220.1F, grantees that receive operating funds from FTA may be able to apply those funds to only selected contracts.**

The reviewer needs to be aware of how the grantee is using FTA funds, facilities, and assets. As a general rule, where FTA funds are used in procurements for services or supplies, or where FTA funded facilities or assets are used in revenue contracts, [FTA C 4220.1F](#) applies. Furthermore, contracts funded from other FTA sources (i.e., CMAQ, Job Access, etc.) also are subject to [FTA C 4220.1F](#).

A grantee that is a state agency may follow its own procurement procedures, but at a minimum must comply with the following requirements:

- Provide full and open competition
- Comply with Buy America provisions
- Include all applicable FTA clauses
- Comply with the Brooks Act
- Prohibit geographic preferences
- Comply with the five-year limitation on purchases of rolling stock or replacement parts
- Award to responsible contractors (*added with FTA C 4220.1F*)

Regional transit authorities are not state agencies for the purposes of [FTA C 4220.1F](#).

Organization of the Review Area – The questions in this area are presented in three parts: A. Policies and Procedures, B. Third-Party Contracts, and C. Altoona Bus Testing. The review of the procurement area consists of two distinct activities: 1) discussions based on the procurement questions, and 2) examination of the procurement files. As such, many of the questions have two components. For example, the reviewer should ask the questions in Part A about the grantee’s policies and procedures and then examine the grantee’s procurement files to see that the grantee has implemented its policies and procedures. Although the reviewer’s focus in Part B should be on seeking the answers to these questions by examining third-party procurement files, the reviewer may ask these questions or conduct a general discussion of the issues related to these questions with the grantee’s staff.

Selection of Procurements for Review During the Site Visit – The reviewer should request that the grantee provide a list of FTA-assisted procurements carried out during the review period. In consultation with the Regional Office, the reviewer should select a sample of these for examination during the site visit. The sample should include up to three small purchases and three procurements that exceed the simplified acquisition threshold (currently set at \$100,000).

- *Small Purchases* – These include procurements that are more than \$2,500 (note that 4220.1F raised this to \$3,000), but not more than \$100,000. These procurements must be awarded competitively and must include applicable FTA clauses (see Exhibit 6.2).
- *Procurements Over \$100,000* – When possible these should include a rolling stock purchase (i.e., rail cars, buses, paratransit vehicles, service vehicles), an operations/management services contract, a professional services contract, an architectural & engineering contract, a construction contract, and a materials and supplies contract. In the event that the grantee has not conducted a procurement of each type,

the choice of procurement files is left to the reviewer's discretion.

As part of the review of procurement files, the reviewer also will examine the applicable requirements for four other review areas: 7. Disadvantaged Business Enterprise, 8. Buy America, 9. Suspension/Debarment, and 10. Lobbying.

Note on the Best Practices Procurement Manual – The *Best Practices Procurement Manual* (BPPM) is a good resource for grantees to use in conducting FTA-assisted procurements. However, it is only a guidance document and is not the source of any FTA requirements. As such, reviewers should NOT refer to the BPPM when describing FTA requirements. Grantees may be referred to the BPPM as a tool to guide them in their procurement process, but should be cautioned that relying solely on the BPPM does not ensure that FTA requirements will be met. FTA requirements are found in the following sources: U.S. Code and Public Laws, Code of Federal Regulations, FTA Circulars, Dear Colleague Letters, and the [Master Agreement](#).

Other FTA Resources – In addition to the BPPM, FTA also provides procurement assistance through its Third Party Contracting Helpline at <http://www.fta.dot.gov/ftahelpline/index.htm>

REFERENCES

1. [49 USC Chapter 53](#), Federal Transit Laws, as amended by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ([SAFETEA-LU](#)).
2. [Transportation Equity Act for the 21st Century](#), Public Law No. 105-178.
3. [49 CFR Section 18.36](#), "Procurement."
4. [FTA Circular 4220.1F](#), "Third-Party Contracting Guidance."
5. [FTA Circular 5010.1D](#), "Grant Management Requirements."
6. [FTA Circular 9030.1C](#), Urbanized Area Formula Program: Grant Application Instructions."
7. [FTA Master Agreement](#).

QUESTIONS FOR THE REVIEW

1. *Has FTA conducted a Procurement System Review during the past two fiscal years? If yes, when was the site visit? Is there a Procurement System Review scheduled for the current fiscal year?*

EXPLANATION

As part of its project oversight functions, FTA periodically conducts third-party Procurement System Reviews (PSRs) of selected grantees.

If a PSR site visit has been conducted within the past two fiscal years or if one is scheduled for the current fiscal year, (FYs 2006, 2007, and 2008), the triennial review will not review the procurement area at all.

REASON FOR THE QUESTION

49 CFR 18.36 (g)

SOURCES OF INFORMATION

The project oversight staff at the regional office will have information on PSR activities. Reports may be available at the regional office or from headquarters. Information should be available at the desk review.

DETERMINATION

None

SUGGESTED CORRECTIVE ACTION

None

Part A: Policies and Procedures

2. *Does the grantee have procurement policies and procedures that conform to applicable federal laws?*

EXPLANATION

Grantees and subgrantees are required to use their own procurement policies and procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law. These policies and procedures must be followed when procuring materials and/or services using FTA funds.

REASON FOR THE QUESTION

49 CFR 18.36 (b)(1)

FTA C 4220.1F, Ch. III, Section 3.a

SOURCES OF INFORMATION

The site visit provides an opportunity to review the grantee's and/or subgrantee's procurement policies and procedures to ensure adherence to this requirement. The procurement policies and procedures are not required to be part of a single document. As such, the reviewer should request from the grantee all materials that may be relevant to the procurement area (e.g., municipal ordinances, operations manuals, employee handbooks, etc.). Procurement procedures may be included in general operating procedures. Reviewers should note the specific sections that address procurements.

DETERMINATION

If the grantee has procurement policies and/or procedures that conform to federal laws and regulations, the grantee is not deficient. If the grantee does not have procurement policies and/or procedures that conform to federal laws and regulations, the grantee is deficient. If the grantee has policies and procedures, but has not followed them for FTA-assisted procurements, the grantee is deficient. If the grantee's policies do not include required items, or have not been updated to reflect changes in regulations, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide procurement policies and procedures that conform to federal laws and regulations. The grantee must cease immediately any practices that do not conform to applicable laws and regulations.

3. *Do the procedures provide for and/or address the following:*

- a. *Contract administration system?*

EXPLANATION

Grantees are required to maintain a contract administration system that ensures contractors perform in accordance with the terms, conditions, and specifications contained in their contracts or purchase orders.

REASON FOR THE QUESTION

49 CFR 18.36 (b)(2)

FTA C 4220.1F, Ch. III, Section 3

SOURCES OF INFORMATION

At the site visit, review procurement policies and procedures and performance monitoring systems to determine if there is an adequate contract administration system. Although a grantee may not have written procedures addressing contract administration specifically, overall procurement procedures combined with a grantee's business practices may ensure adequate contract administration. During the review of specific procurement files note any correspondence between the grantee and its contractors for evidence of on-going contract administration.

DETERMINATION

The grantee is not deficient if it can provide evidence of an adequate contract administration system. If contractors have not performed according to the terms and conditions of their contracts, the grantee may be deficient depending on the extent to which it has taken remedial action. If non-performance of contractors is a persistent problem, or the grantee cannot provide any evidence of a contract administration system, the grantee is deficient. Note: if contract administration appears to be an organizational problem (i.e., deficiencies in a contractor's performance with respect to maintenance, procurement, ADA, drug and alcohol, etc.), a deficiency in the technical area also may be warranted.

SUGGESTED CORRECTIVE ACTION

The grantee must provide documentation of an adequate contract administration system and/or evidence of remedial actions taken against contractors that have not performed in accordance with the terms and conditions of their contracts.

b. *Written standards of conduct?*

EXPLANATION

Grantees and subgrantees are required to maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts supported by federal funds. The code of standards must preclude any employee, officer, or agent of the grantee or subgrantee from participating in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved (e.g., accepting or soliciting gratuities, favors, or anything of monetary value from contractors, vendors, etc.). To the extent permitted by state or local law or regulations, such standards must provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's/subgrantee's officers, employees, or agents, or by contractors or their agents.

REASON FOR THE QUESTION

49 CFR 18.36 (b)(3)
FTA C 4220.1F, Ch. III, Section 1

SOURCES OF INFORMATION

At the site visit, review the procurement policies and procedures and any other documents relevant to the procurement area to determine if standards of conduct are addressed. Standards of conduct may be in a separate policy adopted by the grantee's policy board or by state statute or local ordinance.

DETERMINATION

If the grantee has a written policy addressing standards of conduct in the award and administration of a contract, the grantee is not deficient. If the grantee does not have a written policy that addresses standards of conduct in the award and administration of a contract, the grantee is deficient. If any required item of such a policy is missing, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide a written code of standards of conduct, which includes all the required elements.

c. *Review of procurement requests to avoid duplicative or unnecessary purchases?*

EXPLANATION

Grantees' and subgrantees' procedures must provide for a review of procurements to avoid purchasing unnecessary or duplicative items. During such a review, consideration should be given to consolidating or breaking out procurements or any other appropriate means to obtain a more economical purchase.

The reviewer should look for definite lines of responsibility in the grantee's procurement process. An adequate system usually restricts the authority to initiate purchases to relatively few individuals. Also, all purchase requests typically would be reviewed and/or approved by one person, designated as the purchasing agent for a given department in the case of large grantees, or for the entire organization, in the case of small grantees. The value of a purchase may determine the procedures that the grantee follows. The level of scrutiny would be expected to increase with the dollar value of the purchase.

REASON FOR THE QUESTION

49 CFR 18.36 (b)(4)
FTA C 4220.1F, Ch. IV, Section 1.b

SOURCES OF INFORMATION

During the site visit, the grantee's or subgrantee's procurement procedures should be discussed and examined in order to determine if an adequate level of review is given each procurement. Procurement files may contain documentation of review by the grantee prior to solicitation. Examples of documentation could include purchase orders, requisitions, phone logs, and inter-office communication.

DETERMINATION

If the grantee or subgrantee can provide evidence of adequate review of purchases prior to solicitation, the grantee is not deficient. If the grantee or subgrantee is lacking procedures for reviewing procurements, the grantee is deficient. If such procedures exist, but are not followed, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide procedures that include adequate review of procurements to avoid unnecessary or duplicative purchases. The grantee must provide evidence to FTA that deficiencies in the implementation of such procedures have been corrected.

d. Written record of procurement history?

EXPLANATION

Grantees and subgrantees must maintain records sufficient to detail the significant history of a procurement. At a minimum, such records must include rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

REASON FOR THE QUESTION

[49 CFR 18.36 \(b\)\(9\)](#)
[FTA C 4220.1F](#), Ch. III, Section 3 (d)(1)

SOURCES OF INFORMATION

At the site visit, the procurement files should be examined for evidence of each of the items mentioned above. For most grantees, the procurement file will be the official record of the procurement history. The reviewer should ensure that all official correspondence related to the procurement is made available by the grantee.

DETERMINATION

If the grantee's procurement files sufficiently detail the significant history of the procurements examined, the grantee is not deficient. If the grantee's procurement records do not contain a significant history of each procurement that was examined, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must submit evidence that the deficiencies identified in its recordkeeping process have been corrected.

e. Written protest procedures?

EXPLANATION

Grantees and subgrantees must have written protest procedures to handle and resolve disputes relating to their procurements and must in all instances disclose information regarding any protest to FTA. All protest decisions must be in writing. A protester must exhaust all administrative remedies before pursuing a protest with FTA.

REASON FOR THE QUESTION

[49 CFR 18.36 \(b\)\(12\)](#)
[FTA C 4220.1F](#), Ch. VII, Section 1

SOURCES OF INFORMATION

During the site visit, examine the grantee's procurement policies and procedures to determine if there are written protest procedures. Solicitation documents in the grantee's procurement files also may contain written protest procedures. Ask the grantee staff if there have been any protests during the review period. If so, request copies of all documentation described above (e.g., disclosure to FTA, written protest decisions, etc.).

DETERMINATION

If the grantee has written protest procedures, the grantee is not deficient. If the grantee does not have written protest procedures, the grantee is deficient. If written protest procedures exist, but are not followed, or if the grantee has not disclosed information regarding protests to FTA, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide written protest procedures. The grantee must provide FTA all information related to protests. The grantee must provide FTA evidence that it is following its protest procedures.

f. Written selection procedures?

EXPLANATION

Grantees and subgrantees must have written selection procedures for procurement transactions. These procedures must ensure that all solicitations incorporate a clear and accurate description of the material, product, or services being procured as well as identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals. Descriptions must not contain features that unduly restrict competition. Detailed product

specifications should be avoided. “Brand name or equal” descriptions should be avoided unless it is impractical or uneconomical to make a clear and accurate description of the technical requirements.

REASON FOR THE QUESTION

49 CFR 18.36 (c)(3)

FTA C 4220.1F, Ch. III, Section 3.d (1)(c)

SOURCES OF INFORMATION

The grantee’s selection procedures typically will be found in its procurement files (i.e., RFPs, IFBs or other solicitations). During the site visit, examine the procurement files to ensure that written selection procedures are included in procurement transactions.

DETERMINATION

The grantee is not deficient if it has included written selection procedures in its procurement transactions. If the grantee has not included written selection procedures, it is deficient. If written selection procedures exist but have not been followed, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide evidence to FTA that written selection procedures have been incorporated into its procurement process. The grantee must cease any practice that violates FTA requirements.

g. *Prequalification criteria?*

EXPLANATION

If a grantee requires prospective bidders to prequalify, it must ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough sources to ensure maximum full and open competition. Grantees shall not preclude potential bidders from qualifying during the solicitation period.

REASON FOR THE QUESTION

49 CFR 18.36 (c)(4)

FTA C 4220.1F, Ch. VI, Section 1.c

SOURCES OF INFORMATION

At the site visit, the grantee’s list of prequalified persons, firms, and products should be reviewed. The prequalification process should be discussed with those who are responsible for it. Solicitations also should be reviewed to ensure that information related to prequalification is made available to potential bidders. Note that grantees are not required to prequalify potential bidders. However, grantees that place such a requirement on potential bidders must adhere to FTA’s requirements.

DETERMINATION

If the grantee’s list of prequalified firms is current and the grantee adheres to FTA’s requirements, the grantee is not deficient. If the grantee’s list of prequalified firms or products is out-of-date, to the extent that full and open competition is impeded, the grantee is deficient. If potential bidders are precluded from qualifying during the solicitation period, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must submit documentation demonstrating that deficiencies identified in its prequalification process have been corrected.

4. *Do any potential conflicts of interest exist between policy board members/ employees and consultants/vendors/ suppliers or between a management contractor and consultants/vendors/ suppliers?*

EXPLANATION

Conflicts of interest fall into two categories – personal and organizational. Personal conflicts of interest arise when an employee, officer, or agent of the grantee or any member of his/her immediate family, his/her partner, or any organization that employs or is about to employ any of the above has a financial interest in the firm selected for a contract award.

Organizational conflicts of interest occur when a firm has a bias or an unfair competitive advantage. Bias arises when a contractor is placed in a situation in which it is potentially unable to render impartial decisions or advice to the grantee (e.g., a firm is hired to evaluate a bid, proposal, or work of a parent or subsidiary company). An unfair competitive advantage results when a contractor that participated in developing specifications or statements of work is permitted to bid on the same work. Another unfair competitive advantage may result if an incumbent firm has access to information that has not been made public and such information would enhance the incumbent firm’s competitive position. Grantees should ensure that any such information be made publicly available for a reasonable time period before the receipt of bids or proposals.

REASON FOR THE QUESTION

49 CFR 18.36 (b)(3) and (c) (1)

FTA C 4220.1F, Ch. III, Section 1.a

FTA C 4220.1F, Ch. VI, Section 2.a (4)(h)

SOURCES OF INFORMATION

Ask this question during the site visit. In addition, procurement files should be examined to determine if there are any potential conflicts of interest. The

reviewer should keep in mind the potential conflicts for grantees whose systems are managed or operated by a private firm. For example, a potential conflict may exist if the management contractor or its parent organization is awarded a contract to conduct a planning study.

DETERMINATION

If a conflict of interest appears to exist in the procurement of goods or services, examine how the award was made. If a party involved in the decision could have benefited, a conflict of interest exists and the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide revised procurement procedures that describe how potential conflicts of interest will be avoided. If a potential major conflict of interest is identified, contact the regional counsel for further guidance.

5. *How does the grantee allow for full and open competition for all transactions under the following methods of procurement?*

- a. *Micro-Purchases (\$2,500 or less) (note that FTA C 4220.1F raised this to \$3,000)*
- b. *Small Purchases (more than \$2,500 (\$3,000 with effective date of FTA C 4220.1F) but not more than \$100,000)*
- c. *Sealed Bids/Invitation for Bid (IFB)*
- d. *Competitive Proposals/Request for Proposals (RFP)*
- e. *Architectural and Engineering Services (A&E)*
- f. *Revenue Contracts*

EXPLANATION

Grantees must conduct procurement transactions in a manner providing full and open competition. Grantees are prohibited from restricting competition in federally supported procurement transactions. Some situations that restrict competition include, but are not limited to: unreasonable qualification requirements, unnecessary experience requirements, excessive bonding, noncompetitive pricing practices between firms, noncompetitive awards to firms on retainer, organizational conflicts of interest, "brand name" only specifications, or any arbitrary action in the procurement process.

Micro-purchases may be made without obtaining competitive quotations if the grantee determines that

the price to be paid is fair and reasonable. These purchases should be distributed equitably among qualified suppliers in the local area, and should not be split to avoid the requirements for competition above the micro-purchase threshold.

Small purchase procedures require that price or rate quotations be obtained from an adequate number of qualified sources (at least two). The solicitations and quotations may be either oral or written.

For items exceeding the federal simplified acquisition threshold, currently fixed at \$100,000, sealed bids or competitive proposals generally are required.

- **Sealed Bids/IFB** – Bids are publicly solicited and the award is made to the lowest (best price), responsive (meets all specifications), and responsible (is qualified to perform the work) bidder.
- **Competitive Proposals/RFP** – Proposals are publicly solicited from an adequate number of sources and the award is made to the firm whose offer is most advantageous to the grantee. Grantees must identify their evaluation factors and indicate the relative importance that each has towards the award.

Architectural and Engineering services (including Design-Build procurements) must be procured using a qualifications-based process. Services subject to this requirement are program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services. Price must not be considered during the selection phase in these procurements. Firms are selected based only on their qualifications. Price is then negotiated with the most qualified firm. If an agreement can not be reached, then the grantee may negotiate with the next most qualified firm and so on until an agreement is reached on a price that the grantee determines is fair and reasonable.

Revenue contracts involving FTA funded facilities or assets (e.g., advertising on buses, at bus shelters, or at transit centers) must be awarded on a competitive basis. Income derived from such contracts must be used to offset program costs.

REASON FOR THE QUESTION

[49 CFR 18.36 \(c\)\(1\)](#)

[49 CFR 18.36 \(d\)\(1\)\(2\)\(3\)](#)

[FTA C 4220.1F](#), Ch. VI, Section 1

[FTA C 4220.1F](#), Ch. VI, Sections 3.a-f

[FTA C 4220.1F](#), Ch. II, Section 2(b)(4)

SOURCES OF INFORMATION

During the site visit, the procurement files, particularly legal notices and solicitation documents, should be

reviewed to determine whether procurements have been conducted competitively. Particular attention should be paid to product specifications to ensure that “brand name” only specifications have been used appropriately (i.e., the grantee also must describe the product’s salient characteristics in the specification). While the review of procurement files should concentrate on awards that exceed the simplified acquisition threshold of \$100,000, the reviewer should discuss procurement actions for micro- and small purchases with the grantee to ensure that these also have been conducted competitively. Records for phone solicitations may be examined when appropriate.

DETERMINATION

If the grantee has provided full and open competition in all procurement transactions, the grantee is not deficient. If the grantee has not provided for full and open competition (has placed restrictive requirements on prospective bidders), the grantee is deficient. If the grantee has used “brand name” only specifications inappropriately, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide revised procurement procedures that ensure full and open competition in all procurement transactions. The grantee must cease immediately any practice that is in violation of FTA regulations.

- 6. Has the grantee improperly imposed geographic preferences, except when contracting for A&E services based on the Brooks Act?*

EXPLANATION

Grantees are prohibited from the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals. The only exceptions are where applicable federal statutes expressly mandate or encourage geographic preference or in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms to compete for the contract.

REASON FOR THE QUESTION

[49 CFR 18.36](#) (c)(1)(2)
[FTA C 4220.1F](#), Ch. VI, Section 2.a(4)(g)

SOURCES OF INFORMATION

During the site visit, the procurement policies and procedures should be reviewed to see if there are requirements for geographic preferences. Also, procurement files including solicitation documents should be reviewed to determine if the procurement contains geographic preferences. Although

geographic preferences are permissible in procurements for A&E services, the reviewer should ensure that their use did not restrict competition (i.e., the use of geographic preference left only one or two qualified firms to bid on the contract).

DETERMINATION

If the grantee has not used geographic preferences in the evaluation of bids and/or proposals, the grantee is not deficient. If the grantee has used geographic preferences in any procurement for other than A&E services, except when mandated or encouraged by federal statute, the grantee is deficient. If the use of geographic preferences in A&E procurements restricted competition, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide documentation of a revised procurement process, which prohibits the use of geographic preferences in non-A&E procurements. The grantee must cease any practice that violates FTA regulations.

Part B: Third-Party Contracts

- 7. Have applicable FTA clauses been included in federally funded capital and/or operating procurements exceeding the micro-purchase limit (except construction contracts over \$2,000)? In intergovernmental agreements, if applicable?*

EXPLANATION

Grantees are required to include specific FTA-required clauses in FTA funded procurements, including intergovernmental agreements (e.g., those involving States and other public entities). The [Master Agreement](#) identifies certain clauses that apply to third-party contracts. Clauses addressing lobbying, suspension/debarment, Title VI, and Buy America provisions are addressed in other sections of the triennial review. If a grantee is missing any of these certifications or clauses, it should be documented as a deficiency only in the applicable area of the review. It should not be a double finding in the procurement area.

FTA’s [Best Practices Procurement Manual \(BPPM\)](#), Appendix A, also includes a discussion of federally required and other model contract clauses. However, reviewers must NOT refer to the contents of the BPPM as FTA requirements. The BPPM is a guidance document only.

REASON FOR THE QUESTION

[49 CFR 18.36](#) (i)(1-13)

49 CFR 18.36 (j-o)
FTA C 4220.1F, Ch, VI, Section 2
FTA C 4220.1F, Appendix D

SOURCES OF INFORMATION

Procurement files should be examined during the site visit to determine if the required clauses have been included and to ensure that procurement policies and procedures are followed. A separate checklist of required clauses is provided on the following pages in Exhibit 6.1, Part A. The checklist provides a citation from the [Master Agreement](#) for each required clause. For the convenience of reviewers, Part B of Exhibit 6.1 lists certifications, reports, and forms that are required for DBE, Buy America, and Lobbying. Part C lists other required items to assist reviewers in determining whether the grantee's policies and procedures are actually being followed.

Reviewers should be aware that not all clauses apply to every contract. The applicability of clauses depends on the size and type of contract before reviewing the procurement files, the reviewer should determine which clauses apply to the procurements being examined.

- *Small Purchases* – These are purchases that are more than \$2,500 (or more than \$2,000 if a construction project), but not more than \$100,000. (Note that [FTA C 4220.1F](#) raised the micro purchase threshold from \$2,500 to \$3,000). Small purchases must include all applicable FTA clauses as part of the solicitation, purchase order, or contract. A general reference to FTA regulations is not sufficient to meet this requirement.

- *Procurements Over \$100,000* – These procurements must include all clauses applicable to the particular type of procurement (e.g., professional services, A&E, construction, rolling stock purchase, etc.).

The applicability of FTA clauses to different types of procurements is shown in Exhibit 6.2. It should be noted that the construction of ferry vessels using federal funds is considered a public works project and therefore, the clauses related to construction contracts are applicable.

DETERMINATION

The grantee is not deficient if it has referenced FTA requirements and/or has included FTA clauses that the grantee has determined are applicable to the contracts examined. If the grantee missed clauses that should have been included, the grantee is not deficient. However, the reviewer should refer the grantee to the matrix in Exhibit 6.2 and any other resource that may assist the grantee in determining the applicability of clauses in the future. If the grantee has not included any reference to FTA requirements or any FTA clauses, the grantee is deficient. If the grantee is missing some of the required elements, use the deficiency code for that particular element.

SUGGESTED CORRECTIVE ACTION

The grantee must provide revised procurement procedures that include all FTA-required third-party contract clauses.

EXHIBIT 6.1

A. REQUIRED THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE	1	2	3
All FTA-Assisted Third-Party Contracts and Subcontracts					
No federal government obligations to third-parties by use of a disclaimer		§2.f			
Program fraud and false or fraudulent statements and related acts		§3.f			
Access to Records		§15.t			
Federal changes		§2.c(1)			
Civil Rights (EEO, Title VI & ADA)		§12			
Termination provisions	Contracts >\$10,000 (49 CFR §18)	§11			
Disadvantaged Business Enterprises (DBEs)	Contracts awarded on the basis of a bid or proposal offering to use DBEs	§12.d			
Incorporation of FTA Terms	Per FTA C 4220.1E (1F after 11/1/08)	§15.a			
Suspension and Debarment	Contracts ≥\$25,000	§3.b			
Awards Exceeding the Simplified Acquisition Threshold (\$100,000)					
Buy America	When tangible property or construction will be acquired	§14.a			
Provisions for resolution of disputes, breaches, or other litigation		§53			
Awards Exceeding \$100,000 by Statute					
Lobbying		§3.d			
Clean Air		§25.b			
Clean Water		§25.c			
<u>Procurements Examined</u>					
1. _____					
2. _____					
3. _____					
<p><i>LEGEND: X - included</i> <i>O - not included</i> <i>NA - does not apply</i></p>					

EXHIBIT 6.1

A. REQUIRED THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE	1	2	3
Transport of Property or Persons					
Cargo Preference	When acquiring property suitable for shipment by ocean vessel	§14.b			
Fly America	When property or persons transported by air between U.S. and foreign destinations, or between foreign locations	§14.c			
Construction Activities					
Construction Employee Protection - Davis Bacon Act - Copeland Anti-Kickback Act	Except for contracts <\$2,000 or third party contracts for supplies, materials, or articles ordinarily available on the open market	§24.a			
Contract Work Hours & Safety Standards Act	Contracts >\$100,000				
Bonding for construction activities exceeding \$100,000	5% bid guarantee; 100% performance bond; and Payment bond equal to: • 50% for contracts < \$1 M • 40% for contracts > \$1 M, but < \$5 M • \$2.5 M for contracts > \$5 M	§15.o(1)			
Seismic Safety	Contracts for construction of new buildings or additions to existing buildings	§23.e			
Nonconstruction Activities					
Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)	Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500 (note that 4220.1F raised this to \$3,000).	§24.b			
Transit Operations					
Transit Employee Protective Arrangements		§24.d			
Charter Service Operations		§28			
School Bus Operations		§29			
Drug Use and Testing	Safety sensitive functions	§32.b			
Alcohol Misuse and Testing	Safety sensitive functions	§32.b			

EXHIBIT 6.1

A. REQUIRED THIRD-PARTY CONTRACT CLAUSES

(excluding micro-purchases, except for construction contracts over \$2,000)

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCE	1	2	3
Planning, Research, Development, and Documentation Projects					
Patent Rights		§17			
Rights in Data and Copyrights		§18			
Miscellaneous Special Requirements					
Energy Conservation		§26			
Recycled Products	Contracts for items designated by EPA, when procuring \$10,000 or more per year	§15.k			
ADA Access	Contracts for rolling stock or facilities construction/ renovation	§12.g			
Assignability Clause	Piggyback procurements	§15.a			
Special Notification Requirements for States					
Special Notification Requirements for States		§38			

B. REQUIRED CERTIFICATIONS, REPORTS, AND FORMS

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCES	1	2	3
Bus Testing Certification and Report	Procurements of buses and modified mass produced vans	§15.n(4)			
TVM Certifications	All rolling stock procurements	§12.d(1)			
Buy America Certification	Procurements of steel, iron or manufactured products exceeding \$100,000	§14.a			
Pre-Award Audit	Rolling stock procurements exceeding \$100,000	§15.n(3)			
Pre-Award Buy America Certification	Rolling stock procurements exceeding \$100,000	§15.n(3)			
Pre-Award Purchaser's Requirement	Rolling stock procurements exceeding \$100,000	§15.n(3)			
Post-Delivery Audit	Rolling stock procurements exceeding \$100,000	§15.n(3)			
Post-Delivery Buy America Certification	Rolling stock procurements exceeding \$100,000	§15.n(3)			
Post-Delivery Purchaser's Requirement	Rolling stock procurements exceeding \$100,000	§15.n(3)			
On-Site Inspector's Report	Rolling stock procurements for more than 10 vehicles	§15.n(3)			

EXHIBIT 6.1

B. REQUIRED CERTIFICATIONS, REPORTS, AND FORMS

REQUIREMENT	COMMENTS	MASTER AGREEMENT REFERENCES	1	2	3
Federal Motor Vehicles Safety Standards (Pre-Award and Post-Delivery)	Motor vehicle procurements (49 CFR §571)	§15.n(3)			
Lobbying Certification	Procurements exceeding \$100,000	§3.d(1)			
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities	§3.d(1)			

C. OTHER REQUIRED ITEMS

REQUIREMENT	COMMENTS	FTA C 4220.1F REFERENCES	1	2	3
Contract Administration System		Ch. III, §3			
Record of Procurement History		Ch. III, §3.d(1)			
Protest Procedures		Ch. VII, §1			
Selection Procedures		Ch. III, §3d(1)(c)			
Cost/Price Analysis		Ch. VI, §6			
Justification for Noncompetitive Awards	If applicable	Ch VI, §3.i(1)(b)			
No excessive bonding requirements		Ch. VI, §2.1(4)(e)			
No exclusionary specifications		Ch. VI, §2.1(4)(b)			
No geographic preferences	Except for A&E services	Ch. VI, §2.1(4)(g)			
Evaluation of Options	If applicable	Ch. VI, §7.b			

EXHIBIT 6.2

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No federal government obligations to third-parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Termination Provisions	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Suspension and Debarment	≥\$25,000	≥\$25,000	≥\$25,000	≥\$25,000	≥\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000 (for steel, iron, manufactured products)
Provisions for resolution of disputes, breaches, or other litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act				>\$2,000 (including ferry vessels)	
Copeland Anti-Kickback Act				>\$2,000 (including ferry vessels)	

EXHIBIT 6.2

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Contract Work Hours & Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Bonding				>\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings & Additions	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyrights requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
ADA Access	Architectural & Engineering	All	All	All	
Special Notification Requirements for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

8. *For a grantee that contracts for services funded with federal monies or has passed through funding to a subrecipient, has the grantee included competitive procurement requirements in its contract? How does the grantee monitor the procurement process of a private contractor and/or subrecipient to ensure that federal requirements are met?*

EXPLANATION

When a grantee has contracted out a portion of its federally funded operation or has passed through funding to a subrecipient, competitive procurement requirements may apply to the contractor and/or subrecipient operations. In such circumstances, the procurement process of the contractor/subrecipient should meet federal requirements contained in the [Master Agreement](#), including Buy America, suspension/debarment, and lobbying requirements, which are in other areas of the review. Furthermore, a grantee needs to have a mechanism to ensure contractor/subrecipient compliance. Requiring written procurement procedures, overseeing selected procurement processes, and auditing the contractor/subrecipient annually are measures that a grantee could use.

REASON FOR THE QUESTION

[FTA Master Agreement](#) for FY2009, Sections 2.d-e

SOURCES OF INFORMATION

Typically, this requirement would apply to any third-party agreement or subagreement in which the contractor or subgrantee performs primary project activities normally performed by the grantee directly. In such cases, the reviewer should examine these contracts and identify procurement-related requirements. Determine how these contract clauses are implemented and who on the grantee staff monitors the contractor/subrecipient operations, including procurement. Determine how the grantee monitors adherence to the requirements. Ask how the grantee monitors the procurement process of a contractor/subrecipient and examine written reports or audit reports of the process.

DETERMINATION

If the contractor/subrecipient performs primary project activities including procurement related functions and the grantee is monitoring the contractor/subrecipient to ensure compliance with requirements, the grantee is not deficient.

If the contractor or subrecipient is not following procurement standards and is not being monitored, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must change contract language to include procurement requirements when services are rebid or when a new subrecipient agreement is executed. The grantee must implement a procurement monitoring program. Evidence of the grantee's corrective actions must be provided to FTA.

9. *Does the grantee have any contracts for rolling stock and replacement parts that exceed five years in total length including base and options? If yes, identify.*

EXPLANATION

Grantees must not enter into contracts for rolling stock and replacement parts with a period of performance exceeding five years inclusive of options, extensions, or renewals. A maximum of five years' requirements may be acquired under a single contract without prior FTA approval, even though delivery may occur beyond a five-year term. However, the maximum quantity specified in such multi-year contracts must represent the grantee's reasonably foreseeable need. Typically, grantees use indefinite-delivery, indefinite-quantity (IDIQ) contracts for this type of purchase. While IDIQ contracts are permissible, they must meet the requirements described above.

Grantees may seek a waiver from the five-year requirement from FTA Headquarters. A copy of the written approval for this waiver must be in the applicable contract file.

REASON FOR THE QUESTION

[49 USC 5307 \(d\)\(1\)\(E\)\(i\)](#)
[FTA C 4220.1F](#), Ch. IV, Section 2. e(10)

SOURCES OF INFORMATION

Examine procurement files for rolling stock and replacement part contracts during the site visit to ensure that these meet the five-year contract term restriction.

DETERMINATION

If the period of performance for the grantee's rolling stock and replacement part contracts does not exceed five years in length, the grantee is not deficient. If delivery of rolling stock and replacement parts occurs beyond five years of the contract award (e.g, a multiple year bus procurement), but such contract reflects five years' requirements, the grantee is not deficient. If a contract represents more than five years' requirements, the grantee is deficient. If the grantee has a rolling stock and replacement parts contract with a period of performance exceeding five

years and has not obtained prior FTA written approval, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide revised procurement procedures that include the five-year restriction on the period of performance for rolling stock and replacement part contracts supported with FTA funds. If there are unexecuted options on an existing contract that exceed the five-year restriction, the grantee must provide FTA with an assurance that such options will not be executed.

- 10.** *Does the grantee perform cost or price analysis in connection with every procurement action, including contract modification?*

EXPLANATION

Grantees must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. The methods of analysis include cost analysis and price analysis. Cost analysis must be performed for procurements requiring the offeror to submit estimates for labor hours, overhead, and materials; procurements where adequate price competition is lacking; and sole source procurements unless price reasonableness can be established based on market prices. Price analysis (i.e., catalog or market prices) may be performed for all other procurements.

REASON FOR THE QUESTION

[49 CFR 18.36 \(f\)\(1\)](#)
[FTA C 4220.1F](#), Ch. VI, Section 6

SOURCES OF INFORMATION

Procurement files should be examined during the site visit to determine the extent to which the grantee conducts cost and/or price analysis. Particular attention is warranted in cases where the grantee has had a recent sole source procurement.

DETERMINATION

The grantee is not deficient if it has conducted the appropriate cost or price analysis for every procurement action. If the grantee has not conducted cost or price analyses for every procurement action, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide evidence that it has updated its procurement process to include cost and

price analysis for every procurement action including contract modifications.

- 11.** *During the review period, were there any change orders to federally funded contracts? If yes, describe in terms of numbers of change orders and dollars. Were all change orders approved by authorized officials?*

EXPLANATION

This question is intended to examine how contracts are administered following procurement. Of special interest are approval levels and procedures for change orders. Change orders must be approved by authorized grantee officials and supported by cost justification. Change orders are, in effect, sole source procurements. If project managers can approve change orders with minimal or no oversight, outside of normal procurement channels, potential problems may arise.

REASON FOR THE QUESTION

[FTA C 5010.1D](#), Ch. III, 3.c
[FTA C 4220.1F](#), Ch. VII, Section 2

SOURCES OF INFORMATION

The grantee should provide this information during the site visit. The grantee may have written procedures for change orders. A larger grantee may have this information in a procedures manual or a procurement manual. Small grantees that have few procurements are less likely to have formal, written change order procedures, but should treat change orders like procurements. Even if formal procedures are lacking, individual project files should include approvals and justifications for any change orders.

DETERMINATION

The grantee is not deficient if it had no change orders or if the grantee has appropriate change order procedures and appears to follow such procedures. Where change orders occurred, the grantee is not deficient if the number is reasonable, it followed its procedures, and has documentation of appropriate approvals and cost justification for the change orders. If change orders occurred, and there is not supporting documentation, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

If the grantee has a history of change orders without any apparent change order procedures, a process should be developed. If required approvals and justifications are missing from the files, the grantee should prepare the documentation and develop a process to ensure that files are complete.

12. *Has the grantee entered into any time and materials type contracts using FTA funds? If yes, identify.*

EXPLANATION

Time and materials (T&M) type contracts are those in which the contractor charges a single rate that includes overhead and profit for labor, and materials are billed at cost. Generally, the total value of a T&M contract is an indeterminate amount. As such, grantees are not permitted to use FTA funds for time and materials type contracts unless it determines that no other type of contract is suitable for the procurement. If time and materials type contracts are used, grantees must specify a ceiling price that the contractor shall not exceed except at its own risk.

REASON FOR THE QUESTION

[49 CFR 18.36](#) (b)(10)

[FTA C 4220.1F](#), Ch. VI, Section 2.c(2)(b)

SOURCES OF INFORMATION

If the grantee indicates that it has used time and materials contracts involving FTA funds, examine the procurement files for these contracts. The files should include documentation supporting the grantee's decision to use a time and materials contract. The contract must specify a ceiling price.

DETERMINATION

If the grantee has not used FTA funds in time and materials contracts, the grantee is not deficient. If FTA funds were used in time and materials contracts and the files support the grantee's decision and ceiling prices were specified, the grantee is not deficient. If FTA funds were used in a time and materials contract and the files do not support the grantee's decision or if there is no ceiling price specified in the contract, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide evidence that it has updated its procurement process to include procedures for the proper use of FTA-assisted time and materials contracts.

13. *Has the grantee had any sole-source, single bid, or brand name or equal awards during the past three years? If yes, identify. Do the files contain the appropriate justification and/or documentation for such awards?*

EXPLANATION

FTA requires full and open competition in procurements for goods and services and encourages grantees to award contracts to the lowest responsive

and responsible bidder. However, sole-source, single-bid, and brand-name or equal awards can be used. In such situations, the grantee should have appropriate documentation for the award. In the case of a sole-source award, the documentation should be a sole-source justification, which includes a cost analysis. With a single-bid, the documentation should include a cost analysis, as well as an explanation as to why a single bid was obtained. For brand-name or equal awards, the procurement specification should list the product's salient characteristics and allow an equal product to be offered.

A recurring problem has been the procurement of professional services. Often these services are procured with little or no competition. While such services can be procured on a sole-source basis if justified, in general, a competitive environment does exist for all professional services and the grantee needs to follow the requirements of FTA C 4220.1F when federal funds are used to pay for these services. Note that grantees cannot consider such expenses ineligible and, therefore, not subject to FTA requirements.

REASON FOR THE QUESTION

[49 CFR 18.36](#) (d)(4)

[FTA C 4220.1F](#), Ch. III, Section 3.a(1)(3)

[FTA C 4220.1F](#), Ch. VI, Section 3.i

SOURCES OF INFORMATION

The information to answer all of these questions will be found at the site visit in the procurement files. An examination should be made of RFPs, IFBs, and other solicitation documents, bid evaluation files, and contracts. Additionally, policy board minutes may provide additional detail on these and other types of procurements. Although the grantee is not required to obtain prior FTA approval for a non-competitive award, the grantee's files must contain an appropriate level of justification for such awards.

DETERMINATION

The grantee is not deficient if there is adequate justification for non-competitive awards in the files. If the grantee does not have the appropriate documentation in the files to support the basis for the award, the grantee is deficient. In cases where professional services have not been bid competitively, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

When an award already has been made and a contract signed, the grantee must provide FTA a written assurance that it understands the requirements and will follow them in the future. FTA also may require a refund of federal funds. Where a procurement is in process, the grantee must provide revised procedures that address the requirements for a noncompetitive procurement and continue the process in accordance with federal regulations.

Where contracts are ongoing, the grantee should be required not to exercise any options, possibly terminate the existing contract for convenience, and rebid for the required goods and services in accordance with federal requirements. When major procurements (e.g., exceeding \$100,000) have violated federal requirements, the regional counsel should be advised.

- 14.** *Has the grantee conducted any piggyback procurements? If yes, identify. Is the appropriate documentation on file?*

EXPLANATION

It has become increasingly popular for grantees to acquire vehicles through the assignment of options on another grantee's procurement. This is commonly referred to as "piggybacking." Piggybacking is defined as the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies or equipment through the original document/process. Piggybacking is permissible when the solicitation document and the resultant contract contain an assignability clause that provides for the assignment of all or part of the specified deliverables as originally advertised, competed, evaluated, and awarded. This includes the base and option quantities.

Vehicles added to the base or option amounts that were originally specified are called "tag-ons." Tag-ons are not permitted. A tag-on is defined as the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition.

Regardless of the terminology used by the grantee, the reviewer should examine purchases conducted in this manner to ensure that FTA requirements have been met. For example, the reviewer should determine that the quantity of vehicles purchased by the grantee is less than or equal to the quantity that the original purchaser has remaining in its contract. Otherwise, the purchase is a "tag-on" and is considered an improper sole source procurement. The reviewer also should determine that any changes in the vehicle were within the original scope (i.e., no major changes in configuration or design).

REASON FOR THE QUESTION

[49 CFR 18.36](#) (d)(4)

[FTA C 4220.1F](#), Ch. V, Section 7.a (2)

SOURCES OF INFORMATION

The reviewer should ensure that the grantee has performed due diligence in conducting any piggyback procurements. The reviewer should look for a contract and correspondence between the two agencies involved in the piggyback arrangement. In addition, the grantee must have a copy of the original solicitation and resultant contract to ensure that the original procurement contains an assignability clause and meets FTA requirements (e.g., competitive award, includes required clauses, required certifications filed, cost/price analysis conducted, five year contract term, etc.). Also, the reviewer should ask the grantee if any changes to the vehicle were required and determine if these were within the original scope.

DETERMINATION

The grantee is not deficient if it can document that the original procurement contained an assignability clause and met FTA requirements. If the grantee can not document that the original award contains an assignability clause or that FTA requirements were met, then the grantee is deficient. If the grantee conducted a "tag-on" purchase, the grantee is deficient. If the grantee's required changes were beyond the original scope, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

If an improper piggyback purchase has been made, the grantee must provide FTA a written assurance that it understands the requirements and will follow them in the future. FTA also may require a refund of federal funds. Where an improper piggyback procurement is in process, the grantee must provide revised procedures that address the requirements for a piggyback procurement and continue the process in accordance with federal regulations or possibly terminate the agreement for convenience. When major procurements (i.e., exceeding \$100,000) have violated federal requirements, the regional counsel should be advised.

- 15.** *Has the grantee procured any equipment or materials using option clauses? If yes, identify. Were options evaluated at the time of the initial bid? If yes, were option prices established?*

EXPLANATION

Grantees may include options in contracts. If a grantee chooses to use options, the option quantities or periods in the bid must be evaluated in order to determine contract award. The price associated with exercising the option needs to be defined at the outset, either as a specific price or as a percentage increase of the base price. If the options have not

been evaluated as part of the award, the exercise of the options is considered a sole source procurement. A grantee also must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract award, and the grantee must determine that the option price is better than prices available in the market or the option is the more advantageous offer at the time it is exercised.

Note: If the option quantities on a rolling stock or replacement parts purchase appear to exceed the grantee's reasonably foreseeable needs, the grantee may be in violation of the five-year limitation (see Question 9).

REASON FOR THE QUESTION

49 USC 5307 (d)(1)(E)

FTA C 4220.1F, Ch. VI, Section 7.b and Ch. V, Section 7.a(1)

SOURCES OF INFORMATION

Grant files and correspondence at the desk review may indicate requests for exceptions to the general requirements. At the site visit, a review of contracts and other procurement documents will indicate whether options and period of contract exceed the limits and whether options were priced, evaluated and are exercisable. In some cases, the grantee may have assigned options on a vehicle procurement to another party (i.e., "piggy-backing"). In these cases, the reviewer should ensure that the options available to the grantee have been reduced by the number assigned to the other party.

DETERMINATION

If the options were not evaluated with the initial bid and were exercised, the grantee is deficient. If options were assigned improperly to another grantee, the grantee is deficient. If options are unpriced, the grantee is deficient. If the options were established appropriately but were exercised without the requisite price analysis, the grantee is deficient. If options were assigned improperly to another party, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

Where options that violate the requirements have not been exercised, the grantee must provide a written assurance that it will not exercise the options unless FTA approval is granted. If the grantee has exercised options that were not evaluated and priced initially, or were assigned improperly to another grantee, the grantee must provide FTA a written explanation of the procurement and a written acknowledgment that it understands the regulations and will include them in all future procurements. FTA may require refund of federal funds.

16. *Has the grantee used advance payments? If yes, identify. Was prior, written approval obtained from FTA headquarters?*

17. *Were progress payments used? If yes, identify. Has the grantee obtained title of the property or taken alternative measures to protect FTA's interest?*

EXPLANATION

FTA does not authorize and will not participate in funding advance payments to a contractor without prior, written approval the FTA regional office administering the project. There is no prohibition on a grantee's using local funds for advance payments. However, advance payments made with local funds before a grant has been awarded or before the issuance of a letter of no prejudice or other pre-award authority are ineligible for reimbursement. FTA will allow progress payments if the payments are made to the contractor only for costs incurred in the performance of the contract. When progress payments are used, the grantee must obtain title to property (materials, work in progress, and finished goods) for which progress payments are made. Alternative security for progress payments by irrevocable letter of credit or equivalent means to protect the grantee's interests in the progress payments may be used in lieu of obtaining title.

REASON FOR THE QUESTION

FTA C 4220.1F, Ch. IV, Sections 2.b(5)(b) and (c)

SOURCES OF INFORMATION

This question should be asked of the grantee. In addition, procurement files, especially contracts and annual audit reports, may provide additional information.

DETERMINATION

The grantee is not deficient if it has obtained prior approval from FTA for using advance payments. If progress payments have been used and the grantee has obtained title to property as required, the grantee is not deficient. If the grantee has used advance payments without prior FTA approval, it is deficient. Where progress payments have been used, but do not meet one of the requirements outlined above, the grantee is deficient. If the grantee has made progress payments but has not taken title to property or adequately protected FTA's interests, it is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must report immediately to the regional office any improper advance or progress payments

with an explanation of the circumstances surrounding the payments and a description of how these funds will be reimbursed. The grantee must cease any practice that violates FTA regulations.

- 18.** *Has the grantee used liquidated damage clauses in any of its procurements? If yes, is the damage rate specified in the contract?*

EXPLANATION

Grantees are allowed to use liquidated damage clauses when there is a reasonable expectation of damages (increased costs on the project involved) from late completion or if weight requirements are exceeded and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages should be at a specific rate per day for each day of overrun in the contract time, and the rate must be specified in the contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. Any liquidated damages recovered should be credited to the project account involved unless FTA permits otherwise. Liquidated damage clauses may not be used to impose a penalty, limit or restrict competition, or in situations where delayed performance will not affect the grantee adversely.

REASON FOR THE QUESTION

[49 USC 5307](#) (d)(1)(E)
[FTA C 4220.1F](#), Ch. IV, Section 2.b(6)(b)1

SOURCES OF INFORMATION

The grantee should be asked this question. Also, procurement files (both solicitations and contract documents) may contain liquidated damage clauses. These types of clauses typically are found in large procurements of vehicles and equipment or in construction contracts. Note that a contract can contain language whereby the grantee and the contractor agree that liquidated damages are very difficult to assess, but mutually agree to a level. In such cases, grantees should have documentation of the factors considered in reaching this level.

DETERMINATION

The grantee is not deficient if the liquidated damage rate is specified in the contract and the grantee can provide a reasonable explanation regarding the adverse impacts that would be caused by late completion. If the damage rate is not specified in the contract or the grantee cannot provide a reasonable

explanation regarding expected damages as a result of late completion, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must provide a written assurance indicating that it understands the use of liquidated damage clauses. If clauses are in existing contracts improperly, the grantee may modify the contract to eliminate the clause or provide a justification for the use and level of liquidated damages.

Part C: Altoona Bus Testing

- 19.** *Have buses been purchased or leased with FTA funds? If yes: Do the bus models require Altoona testing? How was this determination made? If models require testing: Was a model tested? If yes, identify model. Was a test report issued? Was the report received prior to expenditure of FTA funds? If models do not require testing: Does the grantee have certification(s) from the manufacturer that the bus does not need to be tested?*

EXPLANATION

A grantee purchasing buses with funds obligated after September 30, 1989 must certify to FTA that any new bus model has been tested at the FTA-sponsored test facility in Altoona, Pennsylvania. A new bus model is a bus design or variation of a bus design (usually designated by a manufacturer by a specific name and/or model number) that has not been in use in U.S. mass transit service prior to October 1, 1988, or that has been in service prior to that date but is being procured with a major change in configuration or components. Bus testing requirements apply to different mass transit vehicles including vans, other small vehicles, medium, and light-duty mid-size buses, and heavy-duty small and large buses. Bus testing does not apply to unmodified mass produced vans, bus prototypes, electric buses, or trolley buses (meaning genuine trolleys, not replica trolleys popularly in use today).

REASON FOR THE QUESTION

[49 CFR Part 665](#)
[FTA C 9030.1C](#), Ch. V, Section 9.b(4)

SOURCES OF INFORMATION

If the grantee has conducted a recent bus purchase, the reviewer should determine if the bus model was tested. A list of buses tested as of July 2007 is included in Exhibit 6.3. A copy of the most recent list

of models tested is available at the following web site:
<http://www.vss.psu.edu/BTRC/Reports/allbusses.pdf>.

The procurement files for a bus purchase should contain information from the manufacturer regarding the particular vehicle's testing status. If the vehicle has been tested, the grantee should have a copy of the report in their files, regardless of whether or not the agency was the lead agency for the purchase, "piggy-backed" with another agency, or bought the vehicle off the state list.

DETERMINATION

The grantee is not deficient if it has included a certification for qualified buses, required bus testing, and received a test report prior to the expenditure of

FTA funds. If a grantee has not included a certification for qualified buses, has not required bus testing, or has not received a test report, it is deficient. If buses were accepted or federal funds expended prior to the receipt of the report, the grantee is deficient.

SUGGESTED CORRECTIVE ACTION

The grantee must submit a certification, change its procurement procedures, and/or change its bus acceptance procedures and submit evidence of such to FTA. Where federal monies have been expended before a test report has been received, the grantee will, at a minimum, provide written assurance of its understanding of the testing requirements. The grantee may be required to reimburse FTA.

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Advanced Bus Industries	MSV	26	7	GM Vortec 6.6L	GM Hydramatic	GAS	9907-14-99	Aug-99
Advanced Bus Industries	TSV-30	30/8	12	Cummins ISB 240	Allison B300	DSL	2015-02-01	Feb-01
Advanced Vehicle Systems	AVS 22-102	22/7	7	Solectria AC55 Drive Motors	PEI Electronics IBSM 23100	ELE/LNG	0102	Aug-01
Advanced Vehicle Systems	AVS22-102H Series 5	22/7	7	Capstone Turbine Corp./330	Solectra / AV55-A	LNG	0124-P	Feb-02
Alexander Dennis	Enviro 500	39/6	12	Cummins ISM 330	Voith 864-E3	DSL	0504	Aug-05
Alexander Dennis Inc.	Enviro 500	42/3.5	12	Cummins ISM 330	Allison B500	DSL	0712	May-08
Allen/Ashley	Pioneer	20	4	International A185F	Ford E40D	DSL	9413-11	Aug-94
American Transportation Corp.	International RE Commercial	40	10	International I6DT466E 7.6L	Allison B300	DSL	2008-17-00	Nov-00
AVS	AVS-22 Electric	22	7	Fulmen XWCFO5C 156 V	Solectria UMOC440	BATT/ELEC	9906-11-99	Jun-99
Azure Dynamics Inc.	Citi Bus HD Senator	27/9.5	7	GM GEN III 4.8L	(hybrid) AC 67KW Induction motor, PM Sync 85KW generator, IGBT inverter & DICO controller	ELEC/GAS	0705	Oct-07
Blue Bird	TC 2000	39	10	Cummins 5.9L	Allison MT643	DSL	9318	Sep-93
Blue Bird	QBRE 2903	30	10	Cummins 403B	Allison MT643	DSL	9321-94	Feb-94
Blue Bird	CSRE	38	10	Cummins 8.3L	Allison MT643	DSL	9409-14	Oct-94
Blue Bird	QBRE	30	10	Deere 8.1L	Allison B300	CNG	9612-16-96	Jan-97
Blue Bird	CSTS	25	10	Cummins 6BTAA5.9	Allison AT545	DSL	9616-02-97	Feb-97
Blue Bird	LTC 40	41	12	Detroit Series 60	Allison 8500	DSL	9917-08-00	Oct-00
Blue Bird	Q Bus	29/8	10	John Deere Power Tech 6.8L	Allison B300	CNG	2019-15-00-P	Nov-00
Blue Bird	CSFE 3802	38/1	10	Cummins ISB 215	Allison MT643	DSL	2022-04-01	Apr-01
Blue Bird Body Company	XCEL 102	30/3	12	Cummins ISC 260	Allison B300	DSL	0320-P	Sep-03
Blue Bird Corporation	Excel 102	36/3	12	John Deere Powertech 8.1L	Allison B400R	CNG	0218	Apr-03
Blue Bird Corporation	All American	35/5	10	Caterpillar 3126/7.2L	Allison MD3060	DSL	0317	Dec-03
Blue Bird Corporation	Ultra LF	35/11	12	Cummins ISB 230	Allison B300	DSL	0309	Mar-04
Blue Bird Corporation	Ultra LMB	28/3	10	Cummins ISB170	Allison Series 2000	DSL	0325	Jun-04
Blue Bird Corporation	Express 4500	44/4	12	Caterpillar Inc. C-12	Allison B500	DSL	0404	Nov-04

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Blue Bird Corporation	Ultra LF	36	12	Cummins BG 230	Allison B300	CNG	0507	May-06
Braun	96 Chrysler Ener Van II	17	4	Chrysler 3.3L	Chrysler 4762876	GAS	9607-07-96	Jul-96
Braun	2002	16	4	General Motors 3400 SFI	General Motors OEM	GAS	0206	May-02
Braun Corporation	2005 Chevy Uplander Entervan	15/5	4	GM 3.5L	General Motors OEM	GAS	0510	Sep-05
Breda	350	61	12	Detroit 6V92TA	ZF 4HP590	DSL	9103	Feb-91
Cable Car Classics, Inc.	Golden Gate Trolley	34/7	10	Cummins ISB 245	Allison B300	DSL	2024-13-01	Jun-01
Cable Car Concepts	Midi	26	4	GM L29 V8	GM Hydramatic MT-1	GAS/CNG	9809-07-98	Sep-98
Cable Car Concepts	Maxi-FE	33	5	Cummins ISB210 5.9L	Allison AT545	DSL	9920-20-99-P	Dec-99
Cable Car Concepts	208" WB Maxi Duel Fuel	32/9	7	Duel-fueled, GM 8.1	Allison 1000 Series	CNG/GAS	0205	May-02
Cable Car Concepts	Model 208" WB Maxi Dsl Trolley	32/9	7	Cummins ISB 205	Allison 2400 Series	DSL	0306-P	May-03
Care Concepts	96 Grand Caravan	17	4	Chrysler 3.3L	Chrysler OEM	GAS	9610-11-96	Aug-96
Champion	Centurion	31	7	GM 427 Mark 5	Allison AT545	GAS	9204	Jun-92
Champion	Centurion	31	7	Catepillar 3116	Allison AT545	DSL	9210	Aug-92
Champion	Challenger CH-241	25	4	Ford 460	Ford E40D	GAS	9214	Nov-92
Champion	CD-291	29	5	GM 454 7.4L	GM 4L80E	GAS	9423-04	Jan-95
Champion	96 Dart D241FL	25	4	GM 454	GM Turbo Hydramatic	CNG	9611-12-96-P	Sep-96
Champion	Solo TB-2242 (low floor)	31	10	Cummins B5.9	Allison AT643	DSL	9603-13-96	Nov-96
Champion	Contender TB-2242	31	10	Cummins B5.9-210	Allison MT643	DSL	9604-14-96	Nov-96
Champion	CTS	31	7	Cummins 5.9L	Allison AT545	DSL	9811-02-99	Feb-99
Champion	SO304T2	32	12	Cummins B195-AA2-006	Allison B300R	PROPANE	9903-03-99-P	Apr-99
Champion	Defender	29	7	Navistar Int. Elect T 444E	Allison AT545	DSL	9817-06-99	Mar-99
Champion	Contender TB	32	12	Cummins ISB250 5.9L	Allison 300R	DSL	9812-07-99-P	Feb-99
Champion	CTS	33	7	Cummins ISB 205 5.9L	Allison 2400 Series	DSL	2018-20-00	Dec-00
Champion Bus Inc.	ABC/FB65	34/9	10	Cummins Engine ISB225	Allison 2400 Series	DSL	0212	Apr-03
Champion Bus Inc.	CTS	33/5	10	Cummins ISB 260	Allison 2400 Series	DSL	0303	Jul-04
Champion Bus Inc.	Challenger	33/7	7	Isuzu 8GF1XS	Allison Series 2200	DSL	0407	Aug-04
Champion Bus Inc.	E Z Trans	28/9	7	Isuzu 8GF1XS	Allison Series 2200	DSL	0402	Sep-04
Champion Bus Inc.	CTS RE	39/6	10	Cummins ISB 245	Allison B300	DSL	0415	May-05

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Champion Bus Inc.	EZ Trans	36	10	Navistar A215	Allison 2200 PTS	DSL	0512	Jan-06
Champion Bus Inc.	Challenger	25/8.25	7	International A235	Ford Motor Co. 4R100	DSL	0617	Apr-07
Champion Bus Inc.	General Coach EZ-Trans	36	10	International Truck A215	Allison 2000 PTS	DSL	0701	Jul-07
Chance Coach	VS-24	28	7	Cummins 6BTA	Allison MTB643	DSL	9105	Apr-91
Chance Coach	RT-52	26	7	Cummins 6BTA5.9	Allison MT643	DSL	9106	Apr-91
Chance Coach	Trolley	28	7	Cummins 6BTA	Allison MTB643	DSL	9307	Apr-93
Chance Coach	AH-28 CNG	31	7	Cummins 5.9L	Allison MT643	CNG	9503-11-P	Apr-95
Chance Coach	AH-28	29	12	Cummins ISB 5.9	Allison B300R	DSL	2004-10-00	Oct-00
Chance Coach	Opus LFB-29	29/8	12	Cummins ISB 5.9-225	Allison B300R	DSL	2021-08-01	May-01
Chance Rides	Tramstar LFT	21	5	Ford Power Stroke 7.3L	Cushman & Ass.300	DSL	2026-14-01	Sep-01
Coach & Equipment	Phoenix	25	4	International 7.3L	Ford E40D	DSL	9426-01	Jan-95
Coach & Equipment	Condor	29	7	Navistar B190	Allison AT545	DSL	9803-10-98	Oct-98
Coach & Equipment	Condor	29	10	Navistar B190	Allison AT545	DSL	9803-A-10-98	Oct-98
Coach & Equipment	Phoenix	25/4.5	7	Ford Power Stroke 6.0L	Ford Motor Co. Torq Shift	DSL	0514	Nov-05
Coach & Equipment Mfg. Co.	CMD-55	27/4	7	GMC Duramax 6.6L	Allison 1000 Series	DSL	0315	Oct-03
Collins	RE 185D	26	7	Cummins 6BT	Allison AT545	DSL	9420-16	Dec-94
Collins	Diplomat	24/1	4	Ford 7.5L EFI V-8	Ford E40D	GAS	9427-12	May-95
Creative Carriage	ITV	17	4	Chrysler 3.3L	Chrysler OEM	GAS	9711-13-97	Nov-97
Cummings	99 Dodge RAM 2500	18	5	Chrysler 5.2L	Chrysler 46RE	GAS	9915-17-99	Nov-99
Daimler Chry.Commercial Buses	SLF 200	32	12	Cummins/B5.9 230G	Allison /B300	CNG	0118	Mar-02
Daimler Chry.Commercial Buses	CL 100	25	7	Ford / 7.3L	Ford / 4R100	DSL	0202	Mar-02
Daimler Chry.Commercial Buses	229 SLF	30	12	Mercedes-Benz OM-904-LA	Allison 2000 Series	DSL	0409-P	May-04
Dallas Smith Corporation	Low Floor Friendly Bus	28	7	International Truck A325	Ford 5-Speed TorqShift	DSL	0706	Sep-07
Diamond	TC18FD	31	5	Cummins 5.9L	Allison AT545	DSL	9414-15	Nov-94
Diamond	2500 VIP	26	4	Navistar 7.3L	Ford E40D	DSL	9425-16-P	Nov-94
Diamond Coach Corp	MB-45	27	7	Cummins B5.9 G	Allison AT545	PROPANE	0112-P	Oct-01

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Double K., Inc.	Hometown Villager	29/3.5	7	Duramax 8.1L	Allison 1000 PTS	GAS	0416	Jul-05
Dupont Service Center Ltd.	CT 238 Trolley	39	7	Cummins 6BTA190	Allison MT643	DSL	9421-06-P	Feb-95
Dupont Service Center Ltd.	CT 181	33/1	12	Cummins ISB 215	Allison World B300	DSL	2017-05-01	Apr-01
Dupont Service Center Ltd.	M 2000	28/5	12	EFISB 190	Allison AT545	DSL	2023-10-01	May-01
Ebus	Vintage Trolley	22/6	7	Capstone Turbine Corp./330	Reliance Electric Generator	DSL	0121	Feb-02
E-Bus	22 T	22/1	7	Fulmen Type XTHF075 80 Volt	EMS 75KW Traction Inverter	BATT/ELEC	2025-09-01	May-01
Eclipse Specialty Vehicles	Dodge Grand Caravan	16/8	4	Daimler Chrysler 3.3L - V6	Daimler Chrysler OEM	GAS	0311	Jun-03
Eldorado	Escort RE	29	7	Hercules GTA 5.6	Allison AT545	CNG	9309	Apr-93
Eldorado	240-Aerotech	25	5	Navistar A185	Ford E40D	DSL	9405-04	May-94
Eldorado	Transmark RE	33	10	Hercules X075 GTA 5.9L	Allison MT643	CNG	9419-05	Feb-95
Eldorado	Transmark RE	29	10	Cummins 5.9L	Allison MT643	DSL	9507-15-P	Jul-95
Eldorado	Escort FE-25	24	7	GM 7.4L	GM 4180E	CNG	9506-18	Oct-95
Eldorado	200-Aerotech	21	5	Ford 5.8L	Ford E40D	CNG	9509-19	Oct-95
Eldorado	Elf 125 HD	26	7	Ford 7.3L	Ford E40D	DSL	9512-02-96-P	Feb-96
Eldorado	TM-RE-29	29	10	Cummins C8.3L	Allison MTB643	DSL	9601-03-96-P	Feb-96
Eldorado	Elf 125 HD	26	7	Ford 7.3L	Ford E40D 4 HP 590	DSL	9606-06-96-P	May-96
Eldorado	Aero Elite 320	32	7	Navistar A190C T444E	Allison AT545N	DSL	9620-07-97	May-97
Eldorado	E-Z Rider	30	12	Cummins 8.3L G6CTA	Allison B300	CNG	9706-12-97	Nov-97
Eldorado	240-Aerotech	24	5	GM 7.4L	GM Turbo Hydramatic 4L80E	GAS	9802-04-98	Jul-98
Eldorado	30' MST II CNG	30/5	10	Cummins B5.9 195G	Allison AT545	CNG	2020-07-01	Apr-01
Eldorado	290 Aero Access	28	10	Cummins ISB 190	Allison AT545	DSL	0110	Sep-01
Eldorado National	240 Aerotech	24/7	7	Ford Power Stroke 7.3L	Ford 4R100E	DSL	2014-13-00	Oct-00
Eldorado National	E-Z Rider II	30	12	Cummins 8.3 250G	Allison B300R	CNG	0107	Oct-01
Eldorado National	EZ Rider II	36	12	Cummins ISC 250	Allison World B300R	DSL	0215-P	Jun-02
Eldorado National	300 Aero Elite	30/5	7	Cummins ISB 190	Allison Series 2400	DSL	0208	Aug-02
Eldorado National	Versa Shuttle	19/3	4	Ford Motor Co. 5.4L	Ford Metric	GAS	0216	Sep-02
Eldorado National	240 Aerotech	24/6	5	Ford 5.4L	Ford 4R100E	CNG	0219	Sep-02

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Eldorado National	320 Aero Elite Ford	30/7	7	Ford 7.3L Power Stroke	Ford Motor Co. 4R100	DSL	0223	Feb-03
Eldorado National (CA) Inc.	XHF-32	33/5	12	Cummins C8.3 - 250G	Allison B300	CNG	0310	Sep-03
Eldorado National (CA) Inc.	AXESS	40/8	12	Cummins CG 280	Allison B400R	CNG	0312	Nov-03
Eldorado National (KS), Inc.	Aero Elite	31/1	7	GM Duramax Diesel 6.6 L	Allison 2200 Series	DSL	0326	Jun-04
Eldorado National (KS), Inc.	Amerivan	17	4	3.5L General Motors Corp.	General Motors Corp. 5VA	GAS	0503	Mar-05
Eldorado National (KS), Inc.	240 Transtech	24/4.5	7	Ford A235C	Ford 4R100	DSL	0506	Jun-05
Eldorado National, Inc.	E-Z Rider II	31/9	12	John Deere 8.1 L	Allision B300R	CNG	0209-P	Apr-02
Eldorado National, Kansas	320 Aero Elite	32	7	International CL 215	Allison 2000	DSL	0201-P	Jan-02
Eldorado National, Kansas	Transtech	24/4.5	7	Ford 6L Power Stroke	Ford 5R110	DSL	0615-P	Oct-06
Elkhart Coach (Div. of Forest River	ECII 186/313	26/3	7	Ford 6.0 L Power Stroke	Ford 5 Speed Auto OD-Torq-Shift	DSL	0516	Dec-05
Federal	Ford Shuttle 24'	24	7	Ford 7.3L	Ford E40D	DSL	9710-15-97	Dec-97
Federal Coach, LLC	GMC Cross Country	33/3	5	GMC Duramax Diesel 6.6 LV8	Allison 1000 Series	DSL	0710	Jan-08
Flxible	Metro	40	12	Cummins L10 240	ZF 4HP500	CNG	9212	Dec-92
Flxible	103829	40	12	Cummins 8.3L	Voith D863	DSL	9303-P	Feb-93
Flxible	40102/S50	40	12	Detroit Series 50	ZF 4HP590	DSL	9305-P	Mar-93
Flxible	40102	40	12	Detroit Series 50	Voith 863	DSL	9312-P	Jun-93
Flxible	40102	40	12	Detroit Series 50	Allison VR731RH	DSL	9314-P	Jun-93
Flxible	Metro	40	12	Detroit Series 50G	Allison VR731RH	CNG	9415-06-P	Jul-94
Flxible	Metro	30	12	Cummins L10	Voith A4N18W7	CNG	9504-16	Aug-95
Freedom Motors USA, Inc.	Kneel Van	16/6	4	Chrysler V6 3.3L	Chrysler OEN	GAS	0103	Jun-01
Freedom Motors USA, Inc.	2004 Ford Freestar	16/6	4	Ford 3.9L OHV EFI	Ford AX4N transaxle	GAS	0517	Feb-06
Freedom Motors USA, Inc.	Model 2005	16/9	4	Daimler Chrysler 3.8L	Daimler Chrysler OEM	GAS	0602	Mar-06
Freedom One	Low Floor Mini Van	17	4	Chrysler 3L(V6)	Chrylser OEM	GAS	9715-05-98	Aug-98
Freedom One	Low Floor Mini Van	17	4	GM 3.4L	GM OEM	GAS	9804-09-98	Oct-98
Freightliner Custom Chassis	MB55 Chassis	31/10	10	Cummins B 5.9L NG	Allison 2200 PTS	CNG	0515-P	Mar-06
General	Elf I	25	7	Navistar A166	Borg-Warner 13-60	DSL	9311	May-93

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
General	Elf 128 T	28	7	Ford 7.5L	Ford E40D	GAS/CNG	9418-02	Jan-95
Gillig	Spirit	28	7	Catepillar 3208	Allison MTB643	DSL	9101	May-90
Gillig	40TB102	40	12	Detroit 6V92T	Allison HTB748	DSL	9213	Nov-92
Gillig	40/102T	40	12	Detroit Series 50	Voith D863	DSL	9306	Apr-93
Gillig	40/102TB M11	41	12	Cummins M11 280E+	Allison B400R	DSL	9708-16-97	Dec-97
Gillig	29' Low Floor	31	12	DDC S40 267HP	Allison B300	DSL	9922-06-00	Jun-00
Gillig Corporation	G21D102N4	40/9	12	Cummins ISM 280	Allison B-400	DSL	0101	Aug-01
Gillig Corporation	LowFloor/Hybrid	40/9	12	Cummins Inc ISB 260 H	Allison Electric Drive EV40	DSL	0405	Oct-04
Gillig Corporation	Lowfloor	40/1	12	Cummins ISM 280	Voith A4VTOR2-8.5	DSL	0410	Dec-04
Girardin	Futura	20	4	International ADVHP	Ford E40D	DSL	9301	Jan-93
Girardin	MB Series	25	5	Navistar Stroke 7.3L	Ford E40D	DSL	2007-09-00	Sep-00
Glaval	Universal	25	5	Ford Power Stroke 7.3L	Ford E40D	DSL	9910-13-99	Aug-99
Glaval	Concord	33/2	7	Caterpillar 3126-7.2L	Allison 2400 Series	DSL	2005-14-00	Sep-00
Glaval (Div. of Forest River)	Titan II	24/6.5	7	Duramax 6600 V8	GM Hydra-Matic w/Tow Haul	DSL	0614	Feb-07
Glaval / Forest River Inc.	Titan	33/9	10	GMC 8.1L	Allison Series 2200	GAS	0318	May-04
Glaval Bus (Div. of Forest River)	Easyon - LF72	30/5	10	Duramax 6.6L	Allison 1000 PTS	DSL	0501	Jul-05
Glaval Bus (Div. of Forest River)	GMC 5500	32/10	10	GM Duramax 6.6L	Allison 1000 PTS	DSL	0508-P	Sep-05
Glaval Bus (Div. of Forest River)	Concorde II (F-650)	40/2.5	10	Cummins ISB 230	Allison 2200	DSL	0703	Sep-07
Glaval Bus Corporation	Apollo	32	10	Cummins ISB 190	Allison AT 545	DSL	0114	Dec-01
Glaval Bus Corporation	Universal	26	7	Ford 7.3L Power Stroke	Ford 4R100	DSL	0122-P	Jan-02
Goshen Coach	GCC 2202-1292-0	30	5	Cummins 6BTA5.9	Allison AT545	DSL	9316	Sep-93
Goshen Coach	GCC 2793-1093-F	26	4	International A185	Ford C6	DSL	9322-94	Mar-94
Goshen Coach	Sentry 1350-4565	35	7	Cummins B5.9	Allison MT643	DSL	9614-17-96	Dec-96
Goshen Coach	Sentry	26	5	Cummins 5.9L	Allison AT545	CNG	9707-11-97	Sep-97
Goshen Coach	Sentinel	31	7	Navistar Int. B210	Allison AT545	DSL	9905-12-99	Jul-99
Goshen Coach	BUS/BA	21	4	Ford Power Stroke 7.3L	Ford 4R100	DSL	9923-03-00	Mar-00
Goshen Coach	1135	32.8	10	Cummins ISB-205 5.9L	Allison 2400 Series	DSL	2011-19-00	Dec-00
Goshen Coach	884 CNG	25/2	7	Ford 5.4 L	Ford 4R100	CNG	0119	Jan-02

EXHIBIT 6.3

LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Goshen Coach	GCII 8551	27/6	10	Ford Power Stroke 7.3L	Ford 4R100	DSL	0226	Jun-03
Goshen Coach	GCII 6552	31/1	10	GMC 8.1L	Allison 2200 Series	GAS	0411	Feb-05
Ikarus	416	40	12	Catepillar 3176	ZF 4HP500	DSL	9001-P	Sep-90
Ikarus	416	40	12	Detroit 6V92TAC	Allison HTB748	DSL	9002	Jul-90
Ikarus	Artic 436	60	12	Detroit 6V92TAC	Allison HTB748	DSL	9108	Jun-91
Ikarus	416.03	40	12	Detroit 6V92	Allison HTB748	LNG/DSL	9211	Oct-92
Ikarus	436.04	60	12	Cummins M11	ZF 4HP600	DSL	9422-10-P	Aug-94
Independent Mobility Systems	MVP	16	4	Chrysler 3.3L	Chrysler KO A604	GAS	9323-94	Sep-94
Independent Mobility Systems	Rampvan PT	16	4	Chrysler 3.3 L V6 SMPi	Chrysler 41TE/41AE	GAS	0120	Jan-02
Les Entreprises Michel Corbeil	Kidette	18/7	7	General Motors 4.8L	General Motors 4L60-E	GAS	0322	Feb-04
Liberty Motor Company Inc.	Liberty Freestar	16/7	4	Ford 4.2L	Ford 4X4N transaxle	GAS	0604	Oct-06
Liberty Motor Company Inc.	Rear Entry Wheelchair Accessible 2008 Dodge Caravan	16/10	4	Daimler Chrysler Corp. 3.3L V6	Daimler Chrysler Transaxle	GAS	0714	Mar-08
Metrotrans	Classic	23	4	Ford 7.5L	Ford E40D	GAS	9404-02-P	Apr-94
Metrotrans	Eurotrans	30	7	Cummins B5.9	Allison AT545	DSL	9408-09	Jul-94
Metrotrans	Classic 20', Raised Roof	22	4	Ford 6.8L	Ford E40D	GAS	9805-03-98-P	Jul-98
Metrotrans	Classic 24', Raised Roof	26	5	Ford Power Stroke 7.3L	Ford E40D	DSL	9806-06-98	Sep-98
Mid Bus	TCD 9679629-I	25	7	Navistar A175F	Allison AT545	DSL	9609-10-96	Aug-96
Mid Bus Inc.	3200 IH AT	32/2	7	International VT 365	Allison World 200 Series	DSL	0225-P	Nov-02
Millennium Transit Serives, LLC	2006 RTS/R80 THN	40/5	12	Caterpillar Inc. C9	ZF Ecomat2 6HP 592 C	DSL	0702-P	Jul-07
Molly Corp.	3600	27	5	Navistar DT466	Allison MT643	DSL	9511-04-96	Mar-96
Molly Corp.	F-53	31	7	Ford 6.8L	Ford 4R100	GAS	9902-10-99	Jun-99
Molly Corp.	Trolley	36	7	Cummins ISB190 5.9	Allison AT545	DSL	9912-18-99	Nov-99
Molly Corp.	P32022	32/5	10	General Motors 8.1L	Allison 1000 Series	GAS	0106	Jul-01
Molly Corp.	P31432	23/5	7	General Motors 8.1L - V-8	GM HydraMatic 4L80-E	GAS	0105	Aug-01
Molly Corporation	MB55	30/9	12	Cummins ISB 205	Allison Series 2400	DSL	0210	Aug-02
Molly Corporation	MB55 Freightliner Molly Trolley	30/9	10	Cummins B 5.9	Allison B220	PROPANE	0613	Aug-06

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LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Motor Coach Industries	102-DL3	45	12	Detroit Series 60	Allison HT741	DSL	9403-13	Oct-94
Motor Coach Industries	102-D3	41	12	Detroit Series 60	Allison B500R	DSL	9501-14	Jun-95
Motor Coach Industries	102-D3	41	12	Detroit 6067TKG8	Allison B500R	CNG	9807-12-98	Dec-98
Motor Coach Industries	Renaissance	46	12	Detroit Series 60	Allison B500	DSL	9918-04-00	May-00
Motor Coach Industries	D4500	45	12	Detroit Diesel Series 60	Allison B500	DSL	0115	Jan-02
Motor Coach Industries	D4500	45/7	12	Caterpillar Inc. C-13	Allison B500	DSL	0414-P	Nov-04
Motor Coach Industries	D4500	45/9	12	Caterpillar C13 ACERT	Allison B500	DSL	0610	Dec-06
Motor Coach Industries, Inc.	D4000	40/1	12	Detroit Diesel Series 60	Allison B500	DSL	0221	Mar-03
NABI	42.5-BRT.01	43/6	12	Cummins 8.9L 541 cu. in.	Allison B400R	CNG	0709	May-08
NABI, Inc. / Optare Group	30-LFN	31/2	12	Cummins ISB 185	Allison 2000 Series	DSL	0323	Apr-04
National Mobility System	MPV	14	4	Chrysler 2.5L	Chrysler 4567-055	GAS	9505-10-P	Apr-95
Neoplan	Artic	60	12	Detroit 6V92	Allison HTB748	LNG/DSL	9308	Apr-93
Neoplan	AN340	45	12	Detroit 6V92	Allison HTB748	LNG/DSL	9310	May-93
Neoplan	AN440	40	12	Detroit 6V92TA	Allison V731	DSL/CNG	9315	Jun-93
Neoplan	AN 340-3	40	12	Detroit Series 60	Allison HT748	DSL	9417-07-P	Jul-94
Neoplan	AN 440	40	12	Detroit Series 50	Allison B400R	DSL	9416-03-P	Jan-95
Neoplan	AN 440L	40	12	Detroit Series C50	ZF 5HP590	DSL	9411-13	May-95
Neoplan	AN 440L	40/1	12	Detroit Diesel Series 50	Allison B500	DSL	2016-03-01-P	Mar-01
Neoplan	AN-460	61	12	Detroit Diesel Series 60	Allison B500	DSL	0108-P	Sep-01
Neoplan USA Corporation	AN 460L	60/9	12	Detroit Diesel Series 60	Allison B500R	CNG	0214	Jan-03
Neoplan USA Corporation	AN460-RC	58/11	12	Caterpillar C9	ZF Economat 2 5HP6027	DSL	0314	Dec-03
Neoplan USA Corporation	Dual Mode	60/1	12	Detroit Diesel 60 Series	DD DRS Elec. Power Generator	DSL	0413	Jun-05
New Flyer	D-35	35	12	Cummins L10TA	ZF 4HP590	DSL	9102	Feb-91
New Flyer	D40LFS	40	12	Detroit 6V92TA	ZF 4HP500	DSL	9201	Apr-92
New Flyer	D-40	40	12	Detroit 6V92	Allison VR731	DSL	9208	Jul-92
New Flyer	D-60	60	12	Detroit 6V92	Allison HTB748	DSL	9319	Nov-93
New Flyer	D-60	60	12	Detroit Series 50	Allison B500R	DSL	9412-05-P	Jun-94
New Flyer	D40 LF	40	12	Cummins C8.3-275	Allison B400R	DSL	9401-08	Jul-94
New Flyer	D-40	41	12	Detroit Series 50	Allison B400R	CNG	9410-07	Mar-95

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LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
New Flyer	D40 LF	40	12	Detroit Series 50	ZF Ecomat 4HP590	DSL	9508-20	Dec-95
New Flyer	C 40 LF	40	12	Detroit Series 50G	ZF Ecomat	CNG	9602-05-96-P	Apr-96
New Flyer	D30LF	30	12	Detroit Series 40	Allison B300R	DSL	9703-03-97-P	Mar-97
New Flyer	D60LF	61	12	Detroit Series 50	Allison B500R	DSL	9714-11-98	Nov-98
New Flyer	D45 HF	46	12	Detroit Series 60	Allison B500R	DSL	9815-05-99	Mar-99
New Flyer	DE60LF	60/8	12	Cummins ISL 330	Allison Electric Drive EV40	DSL	0408	Apr-05
New Flyer	DE 60 LFA	62/9	12	Caterpillar C9	Allison Electric Drive EV50	DSL	0603	Jan-07
New Flyer	D40LF	41/3	12	Cummins ISL 280	Allison B400R	DSL	0704-P	May-07
New Flyer Industries	C40LF	40/11	12	John Deere Power Tech 8.1L	Allison B400	CNG	0227-P	Jan-03
New Flyer Industries	DE60LF	60/8	12	Cummins ISL330	Allison EV 50 DV Hybrid Elec.	DSL	0305	Oct-03
New Flyer Industries	C40LF	40/1	12	Detroit Diesel Series 50	Allison B400	CNG	0403	Oct-04
New Flyer Industries	DE40LF	40/9	12	Cummins 8.3L ISL 280	Allison EV40	DSL	0511-P	Aug-05
New Flyer Industries, Ltd.	D40 Invero	40/9	12	Detroit Diesel Series 50	Allison B400	DSL	0203	Jul-02
New Flyer Industries, Ltd.	D60LF	61/1	12	Cummins ISL 330	Allison B500R	DSL	0220-P	Aug-02
New Flyer Industries, Ltd.	GE40LF	40/12	12	Ford Motor Co. 6.8L V-10	Siemens Electric Generator	GAS	0401	Sep-04
New Flyer of America	DE40LF	40/8	12	Cummins ISL 330	Allison EV500V	DSL	0313-P	May-03
New Flyer of America	D40i Invero	41/2	12	Detroit Diesel Series 50	Allison B400	DSL	0316	Mar-04
New Flyer of America	D40i	41	12	Cummins ISL 280	Allison B400	DSL	0406-P	May-04
New Flyer of America	D40LF	42/6	12	Cummins ISM 280	ZF Ecomat 2	DSL	0607	May-06
New Flyer of America	DE40LF	42/6	12	Cummins ISB 260H	ISE Thunder Volt Hybrid Drive	DSL	0611	Jul-06
New Flyer of America Inc.	E40LF	14/6	12	Cummins Motors 4.5L	Fisher M10/8AF generator, Electric Drive-Skoda Elec 19 ML 3550 K/4	DSL/ELEC	0711-P	Nov-07
North American Bus Industries	40 LFW	41	12	Cummins C8.3-250G	Allison B400R	LNG	9712-02-98	Jun-98
North American Bus Industries	40LFW CNG	41	12	Cummins C8.3-250G	Allison B400R	CNG	9908-01-00	Feb-00
North American Bus Industries	40 C LFW CNG	40/5	12	Cummins C 8.3-275F	ZF 5HP-500	CNG	2001-16-00	Nov-00
North American Bus Industries	436.10	60/3	12	Cummins ISL 330	Allison B500R	DSL	0224-P	Oct-02
North American Bus Industries	60 LFW K-1	60/11	12	Detroit Diesel Series 50	ZF Ecomat 5HP 602C	DSL	0217	Jun-03

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LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
North American Bus Industries	CLFW-CNG (Compo)	45/11	12	Detroit Diesel S-50G	Allison B400R	CNG	0308	Sep-03
North American Bus Industries	40 LFW-CNG	40/8	12	Cummins CG-280	Allison B400	CNG	0321-P	Oct-03
North American Bus Industries, Inc.	60 BRT	61/1	12	Cummins LG-320 8.9L	Allison B500	CNG	0412	Apr-05
North American Transit	UDTV-29	30	7	Hercules GTA 5.6L	Allison AT545	CNG	9424-08	Mar-95
Northrop Grumman	ATTB	41	12	Detroit Series 30	Generator-Kaman	CNG	9713-04-99	Feb-99
Nova	TC 40102N	40	12	Detroit Series 50	Allison B400R	DSL	9502-17	Oct-95
Nova	LFS-TC4010 2 N	41	12	Cummins C8.3-275	Allison B400R	DSL	9617-10-97	Aug-97
Nova	T80206	41	12	Cummins ISC280 8.3L	ZF 5HP592C	DSL	9916-15-99-P	Aug-99
Nova	RTS,LNG	41	12	Cummins L10 280G	ZF 5HP590	LNG	9913-05-00-P	Jun-00
Nova	LFS L 055-02	40/7	12	Cummins ISC 250	ZF 5HP552 C	DSL	2006-11-00-P	Sep-00
Nova Bus	82 VW RTS	40/8	12	Detroit Diesel Series 50G	ZF Ecomat 2	LNG	0204-P	Jul-02
Nova Bus Incorporated	RTS T-Drive	40/9	12	Detroit Diesel Series 50	Allison B400	CNG	9921-11-01	Jun-01
Optima Bus Corporation	Opus Under 32' LFB	31/11	12	Cummins ISB 245	ZF Ecomat 2	DSL	0612-P	Aug-06
Orion	VI	40/8	12	Detroit Diesel Series 50	Allison B400R	DSL	2002-06-01-P	Apr-01
Orion Bus Ind.	Orion VII	40	12	Det.DSL 50	Allison B400	CNG	0113	Dec-01
Orion Bus Industries	05.501	32	12	Cummins L10	ZF 5HP590	CNG	9402-01-P	Mar-94
Orion Bus Industries	Orion II	26	12	GM 427	Allison AT545	GAS/CNG	9406-12	Aug-94
Orion Bus Industries	6.501	41	12	Cummins L10 280G	Allison B400R	CNG	9613-08-97	May-97
Orion Bus Industries	Orion II	27	12	Cummins 5.9L	Allison AT545	CNG	9816-02-00-P	Feb-00
Orion Bus Industries	VI Hybrid	40/8	12	Cummins ISB 260	Locked Martin Control System	ELE	2012-12-01-P	Jun-01
Orion Bus Industries	Orion VII	40/11	12	Detroit Diesel Series 50	Allison B400	DSL	0304-P	Feb-03
Orion Bus Industries (as BIA)	Orion V	40	12	Detroit 6V92TA	Allison HTB748	DSL	9001	May-90
Orion Bus Industries (as BIA)	Orion V	40	12	Cummins L10TA	Voith D863	DSL	9003-P	Jul-90
Orion Bus Industries (as BIA)	Orion II	26	7	Navistar A170	Allison AT545	DSL	9202	May-92
Orion Bus Industries (as BIA)	05-502	36	12	Detroit 6V92	Allison MD3060	DSL	9209	Aug-92

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LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Orion Bus Industries (as BIA)	Orion V	40	12	Cummins L10	ZF 5HP500	CNG	9302	Jan-93
Orion Bus Industries LTD.	Orion VII	41	12	Cummins ISC 280	Voith A3VTOR2-8.5E	DSL	0327-P	Dec-03
Ricon	Activan	17	4	Chrysler 3.3L	Chrysler OEM	GAS	9619-04-97	Mar-97
Ricon	Activan	17	4	GM 3.4L	GM Specific	GAS	9914-16-99	Sep-99
Specialty Vehicles	300T/Trolley	31	7	Cummins B5.9	Allison MT643	DSL	9206	Jul-92
Starcraft	Allstar	26	5	Ford Power Stroke 7.3L	Ford 340D	DSL	9814-01-99	Jan-99
Starcraft	2001	16/8	4	General Motors 3400 SFI	General Motors OEM	GAS	0211	Jun-02
Starcraft	Starcruiser	34/3	10	Caterpillar Inc. 3126	Allison 2400 Series	DSL	0207	Nov-02
Starcraft Bus & Mobility	Dodge Caravan	16/8	4	Daimler Chrysler 3.3L	Daimler Chrysler OEM	GAS	0213	Aug-02
Starcraft Bus (Div. of Forest River)	Allstar - 25	25/11	7	Ford 6.8L EFI V10	Ford Motor Co. Elec 5-spd AOD	GAS	0518	Feb-06
Startrans	BSSN25	24/7	7	Ford Power Stroke 7.3L	Ford 4R100E	DSL	2013-12-00	Oct-00
Stewart & Stevenson	Gemini	30	10	GM UI-8 2T	Allison 648	DSL	9205	Jun-92
Supreme	Startrans	25	4	International A185	Ford C6	DSL	9320	Nov-93
Supreme	Low Floor Van	17	4	Ford 3.8L	Ford AXOD	GAS	9608-08-96	Jul-96
Supreme	BSGP 25' S09101	26	4	GM 7.4L	GM 4L80E MTI	LNG	9701-06-97	Apr-97
Supreme	PS-31	31	7	Cummins 6B5.9	Allison AT545	DSL	9801-01-98	Jun-98
Supreme	28' Bus	29	4	GM 6.5L	GM Hydramatic 4L80E/4L80EHD	DSL	9808-08-98	Oct-98
Supreme	31' Trolley	32	7	Cummins ISB210 5.9L	Allison AT545	DSL	9901-08-99	May-99
Supreme	Senator IHC 3400	31	7	Navistar Int. B190F	Allison AT545	DSL	2003-07-00	Jul-00
Supreme Corporation	BST36F	36.1	10	Cummins ISB 230	Allison B300	DSL	2009-18-00	Nov-00
Supreme Corporation	Trolley TR35-84	37	10	Caterpillar/31260	Allison /B300	DSL/CNG	0123	Dec-01
Supreme Corporation	Trolley TR 31	32/1	7	Ford 6.8L	Ford Motor Co. E40D	GAS	0302-P	Mar-03
Supreme Corporation	President	27/1	7	Cummins BG230 5.9L	Allison 2400 Series	CNG	0319-P	Mar-04
Supreme Corporation	Startrans 31' RAI1	31	10	Cummins Cum-02 B 5.9 G	Allison 2400 Series	CNG	0324	May-04
Supreme Corporation	Senator S II	24/2.5	7	Ford 6.0 L Power Stroke	Ford Motor Co. 4R100	DSL	0502	Mar-05
Supreme Corporation	34' HD Chevy	23/5	10	Duramax Diesel 6.6L V8	Allison 2200 Series	DSL	0513-P	Dec-05
Terra Transit	94187	23/5	7	Ford 6.8L	Ford 4R100	GAS	0109	Aug-01

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LIST OF BUSES TESTED (AS OF JULY 1, 2008)

Manufacturer	Model	Size (Feet)	Service Year Category	Engine	Transmission	Fuel	Report #	Report Date
Thomas	Transitlin	36	10	Catepillar 3116	Allison MT643	DSL	9304	Feb-93
Thomas	Citiliner	32	10	Catepillar 3116TA-215	Allison MT643	DSL	9317-P	Sep-93
Thomas	SLF 200/35'	35	12	Cummins ISB 260	Allison B-300	DSL	0117-P	Sep-01
Thomas Built	BB365	22	7	International T444E	Allison AT545	DSL	9428-09	Apr-95
Thomas Built	Vista	31	7	Navistar T444 A 175F	Allison AT545	DSL	9510-01-96-P	Jan-96
Thomas Built	TL-960	33	10	Catepillar ER3116TA215	Allison B300	DSL	9618-15-96-P	Dec-96
Thomas Built	Citiliner	35	10	Cummins C8.3 ER6CTA-250	Allison B400R	DSL	9702-01-97-P	Jan-97
Thomas Built	Citiliner	33	10	Cummins ERB6G-195	Allison MT643	CNG	9704-05-97-P	Apr-97
Thomas Built	MVP-EF	32	10	Cummins B5.9 EFISB230	Allison B300	DSL	9813-09-99	May-99
Thomas Built	SLF230	30/1	12	Cummins ISB 185 5.9L	Allison AT545	DSL	2010-01-01	Jan-01
Thomas Built Buses, Inc.	1108N	32/3	10	Cummins Motors ISB 230	Allison AD2500	DSL	0601	Mar-06
Thomas Dennis Co., LLC.	SLF 200/35'	36/1	12	Mercedes Benz 0MJ906	Allison B300	DSL	0301-P	Feb-03
TMC Group Inc.	Ameritrans	35/3	10	International A200	Allison 2200 PTS	DSL	0606	Jul-06
Transportation Mfg. Corp.	T80208	40	12	Detroit 6V92TA	Allison VR731	DSL	9104	Mar-91
Transportation Mfg. Corp.	T80206	40	12	Detroit 6V92TA	Allison V731	METH	9207	Jul-92
Transportation Mfg. Corp.	T80208	40	12	Cummins L10 240G	ZF 4HP590	CNG	9313	Jun-93
Transportation Techniques	Ecomark Shuttle	45	12	Ford LRG425 2.5L	Electric Drive System	CNG/ELEC	9919-19-99	Dec-99
Trolley Enterprises	XB20RD	35	7	Cummins B5.9	Allison AT545	DSL	9605-09-96	Jul-96
Trolley Enterprises	XB-27	36	7	Cummins 5.9L190	Allison AT545	DSL	9705-09-97-P	Jun-97
Trolley Enterprises	MB55FD	31/1	10	Cummins ISB 210	Allison AT545	DSL	0104	Jul-01
Trolley Enterprises	Hybrid Electric	31	10	Volkswagen 1.9 L	Reliance Elec. Generator XEX EEE-45 ABS	DSL	0307	Feb-04
Turtle Top	C26.34-D-WD-RLD	26	4	GM 454 V8	GM MT-1THM	GAS	9407-03	May-94
Turtle Top	Van Terra	20/6	5	Ford Motor Co. 5.4L	Ford OEM	GAS	0222	Nov-02
Turtle Top (Div. of IPC)	Odyssey XL	33/5	10	Isuzu Duramax 6.6L	Allison 1000	DSL	0605	Jan-07
View Point Mobility, LLC	Vision	16/6.5	4	Daimler Chrysler 3.3L V6	Chrysler OEM	GAS	0509	Aug-05
World Trans	3000	26	7	Cummins B5.9	Allison AT545	CNG	9709-14-97	Dec-97