



11

BRAKES

- 11.1 ABS
- 11.2 Parking Brake
- 11.3 Retarder
- 11.4 ASR
- 11.5 Intarder
- 11.6 Engine Brake

11. Brakes

Your vehicle is equipped with the following systems for safer driving:

- ABS
- ASR
- Retarder (Optional)
- Intarder (Optional)
- Engine Brake (Optional)

Auxiliary brake systems are intended to increase the braking power.

Instant maneuvers at high speeds may cause loss of control of the vehicle. In such a case auxiliary brake systems cannot prevent loss of control of the vehicle even if they are functioning properly.

For better braking power avoid instant maneuvers on wet and slippery roads. Braking distance is longer than regular road conditions.



INFORMATION

When auxiliary brake systems malfunction the service brake functioning prolongs.



WARNING

- Never shift into neutral while driving. The auxiliary brake system does not function when gear is in “NEUTRAL” position.
- Fitting tires of different sizes and features prevents auxiliary brake systems from functioning properly.
- Sizes and features of all tires must be the same.



WARNING

- Clean and observe disk brake pads properly.
- Do not use any type of surfactant.
- Treatment on the brake system should only be completed by authorised services.



INFORMATION

According to FMCSA 393.47 standard, a commercial motor vehicle shall not be operated if the brake lining/pad thickness is less than 3.2 mm (1 / 8 inch).

11.1 ABS

ABS (Anti-locking Braking System) prevents the wheels from locking while braking.

When the engine is started, ABS warning activates on. It switches off after five seconds.



WARNING

When the ABS is activated the brake pedal starts vibrating. In such a case never move your foot off the brake pedal and never pump the brake pedal.



DOCUMENT REFERENCE

See also service manual delivered with the vehicle for road assistance phone numbers.

11.2 Parking Brake

ABS warning lamp does not switch off in event of ABS malfunction during travel. In such a case consult authorized TEMSA Service.

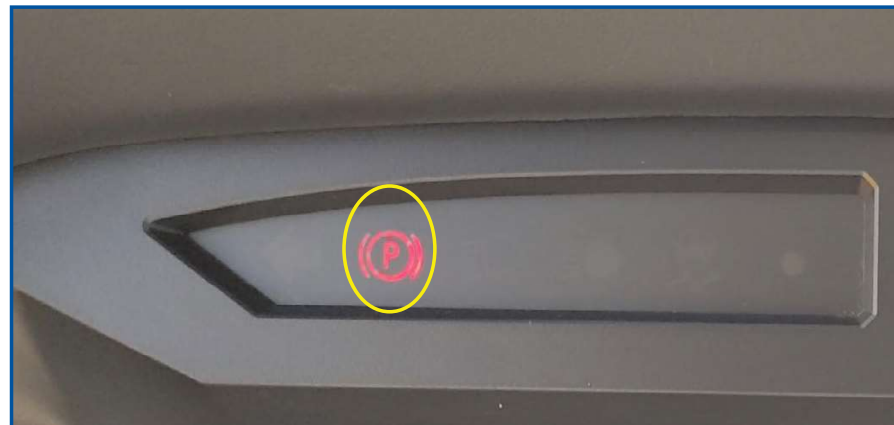
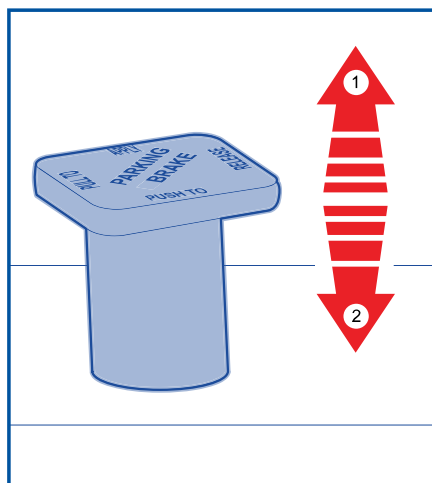


WARNING

- Braking function is adversely affected in case of any problem with ABS system. Park the vehicle in an appropriate place if ABS warning lamp lights up.
- Service brake and other auxiliary brakes continue functioning even if ABS does not function the result is the wheels may get locked and braking distance may increase.

Parking brake prevents the vehicle from moving after it has stopped.

- Pull the lever upwards to activate the parking brake.
- Push the lever downwards to deactivate the parking brake.



“PARKING BRAKE” warning lamp located on warning panel lights up when the parking brake is activated. It switches off when the parking brake is released.

Release the parking brake before driving and check that the “PARKING BRAKE” warning lamp is off.



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA Service if the “PARKING BRAKE” warning lamp does not switch off although air pressure in the system is sufficient.



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA Service before continuing to drive.



WARNING

Never use the parking brake during travel except for emergencies.

11.2 Parking Brake

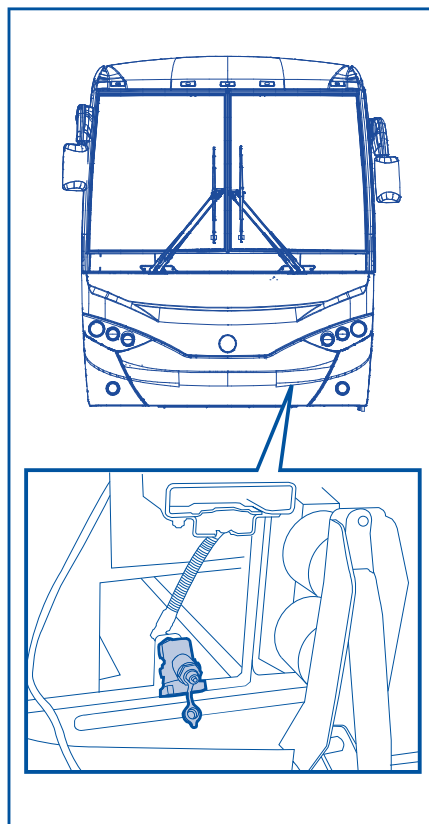
Unlocking Parking Brake

Parking brake can be locked when air pressure in the system is insufficient. In such event the “PARKING BRAKE” lamp (P) will activate.



MECHANICAL MAINTENANCE

- Supply filtered and pressurized air for the air tanks to ensure the parking brake system function again.
- Stop the vehicle in an appropriate place and evacuate the passengers before performing this operation.
- Connect the pressurized air pipe to the air tank. Continue filling pressurized air until the warning lamp switches off.



WARNING

Check the “PARKING BRAKE” warning lamp after releasing the parking brake.



WARNING

Vehicle may roll away if the parking brake is not locked. In such event secure the vehicle with wheel chocks.



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA Service if the parking brake lamp is still active.



INFORMATION

Supplied air pressure must be 8-9 bar.

11.3 Retarder



OPTION

This feature is provided optionally. It may not be included in all models.

Using the service brake for a long duration causes overheating and wear of brake pads and tires.

Using the retarder brake system while driving increases the life span of the brake pads.

Retarder brake has five levels, the appropriate level can be applied according to the speed of the vehicle and road conditions. First level provides lowest braking power while the third level provides the highest braking power.



WARNING

Warning lamp flashes when using retarder if the coolant temperature is high. Also retarder braking power decreases in order to prevent overheating. Warning lamp stops flashing and lights continuously when coolant temperature decreases. If warning lamp keeps flashing there may be a failure in the system. Consult authorized TEMSA Service before driving.



WARNING

Except for emergencies never activate the retarder lever to the highest or lowest level abruptly.



INFORMATION



When the retarder system is activated, the retarder warning lamp located on the warning panel lights up.

11.4 ASR (Acceleration Slip Regulation)

ASR system regulates the drive torque of the driven wheels depending on the current driving situation. If one of the wheels rotates faster than the others, it would be recognized by the ASR system. Rotation speed is controlled to prevent wheel slip of the faster rotating wheel.

ASR system regulates the drive torque and the wheels are spinning independently from each other.

ASR system prevents wheel slip and provides safer driving in difficult driving conditions.



WARNING

- Deactivate ASR system while using snow chains.
- Wheels may spin and the vehicle may sway when the ASR system is deactivated.
- The ASR warning lamp may switch on during driving on slippery roads, if so, reduce speed.



Press “ASR Disable” switch located on left control panel to deactivate ASR system.

11.5 Intarder



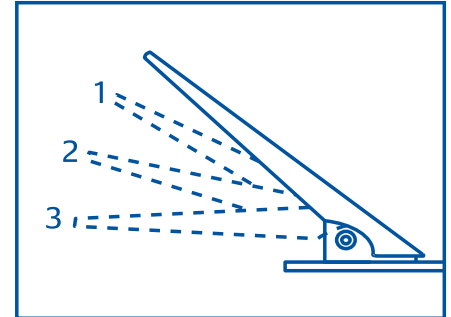
OPTION

This feature is optional. It may not be included in all models.

Intarder, enables the control of auxiliary brake (retarder) via service brake pedal.

The effect of the service brake increases and life span of the brake pads increases.

Intarder brake system is activated or deactivated by the “INTARDER” button located on the left control panel.



There are three control positions of the service brake for the intarder system.

1st Level: Low intarder braking power

2nd Level: Full intarder braking power

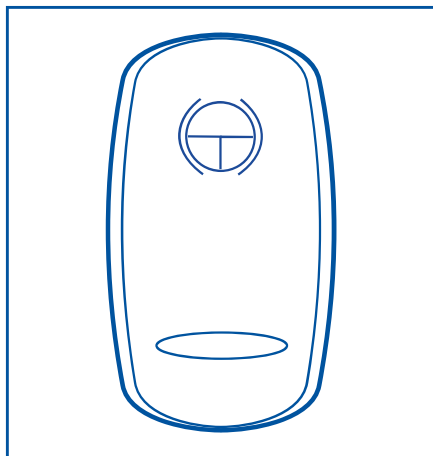
3rd Level: Service brake



VISUAL INSPECTION

Check “STOP” warning lamp and temperature indicator regularly while using the intarder system.

11.6 Engine Brake



If the coolant temperature is too high:

- Press interarder button on the left control panel to deactivate the system.
- Stop the vehicle by using service brake.
- Activate the parking brake and shift into neutral.
- Run the engine at idle position until the coolant temperature decreases below 100°C / 212°F and STOP lamp switches off.

Enables auxiliary brake power by throttling the exhaust discharge. Engine brake can be used instead of the service brake when the coach is not overloaded and when driving on mild slopes. Engine brake power is insufficient to bring the vehicle to a full stop.

Press “ENGINE BRAKE” switch on the left control panel to activate the engine brake.

Engine brake is active as long as the “ENGINE BRAKE” switch is kept pressed.



INFORMATION

Engine brake is activated when you move your foot off the accelerator pedal.



INFORMATION



When the engine brake is activated, the engine brake warning lamp located on the warning panel lights up.



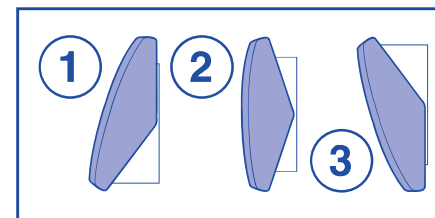
WARNING

- Do not use the engine brake to adjust the follow up distance, use service brake.
- Engine brake may be insufficient to adjust the follow up distance in time.



OPTION

This feature is optional. It may not be included in all models.



Use the engine brake level adjustment switch to adjust the braking power. Switch has 3 levels:
1st level: High braking power.
2nd level: Medium braking power.
3rd level: Low braking power.



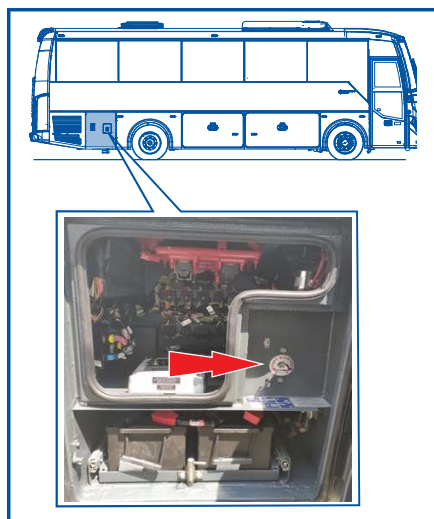
12

ELECTRICAL SYSTEMS

- 12.1 Main Battery Cut-Off Switch
- 12.2 Battery
- 12.3 Jump Start
- 12.4 Relay Panel
- 12.5 Fuse Box
- 12.6 ECM
- 12.7 Circuit Braker Reset

12.1 Main Battery Cut-Off Switch

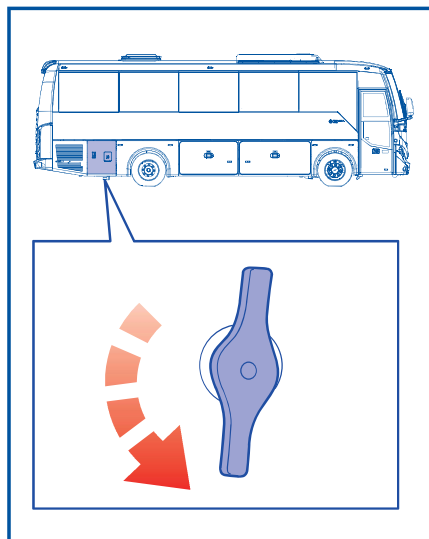
Activate the main battery cut-off switch to disconnect the electrical system from the battery if the vehicle is to remain unused for a long period of time or before repair work.



WARNING

After turning off the ignition switch, wait for at least 2 minutes before switching off the main switch. Otherwise, some of the systems in your vehicle could be damaged.

Turn the switch in the direction of the arrow to disconnect the system from the battery.

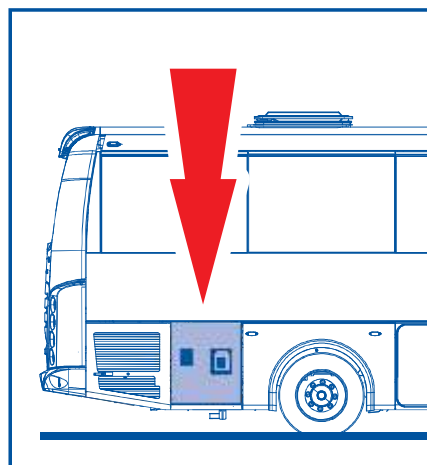


WARNING

Never activate the main battery cut-off switch while the engine, preheater, air conditioner or any electric system is running. In such a case electric or control systems and alternator may be damaged.

12.2 Battery

The Batteries are located on the left-hand side of the vehicle.



The following instructions will increase the service life of your battery.

- Battery main switch should be turned off if the vehicle is going to be parked for a long term.
- While starting the engine, do not apply contact key more than 10 (ten) seconds. Wait for at least 12 seconds before the next start (between two starts).
- All electrical accessories should be off while starting the engine.



PROTECT THE ENVIRONMENT

Battery disposal should be done according to the hazardous waste disposal regulations.

12.3 Jump Start

If batteries are discharged or the engine cannot be started, they can be recharged by using the battery of another vehicle.

Park the vehicles close to each other without contact between them and activate the parking brakes. Check that both vehicles operate at the same operating voltage and the poles of the batteries are not corroded.

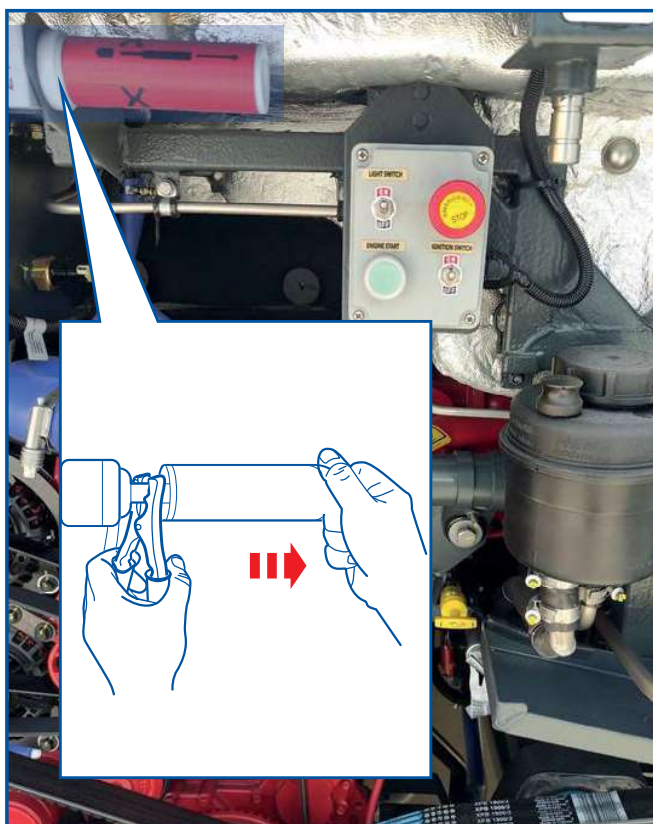


WARNING

- Stop the engine and shift into “Neutral” before performing jump start.
- Deactivate the main battery cut-off switch before connecting the jumper cables to prevent the electric or control systems being damaged.
- If vehicles operating different voltage, both vehicles can be damaged.

First connect the terminal clamp of the **red cable** to the jump start as shown in the illustration and connect the other clamp of the **red cable** to the positive (+) terminal of the donor battery.

Secondly connect the terminal clamp of the **black cable** to the jump start negative (-) terminal of the donor battery and connect the other clamp of the **black cable** to the chassis of your vehicle.



WARNING

Avoid short circuits caused by polarity reversal and by contact of worn jumper cables.

Disconnecting the Cables:

- Remove the cables in reverse order:
 1. First, disconnect the black cable from the receiver vehicle's chassis, then from the donor battery's negative (-) terminal.
 2. Then, disconnect the red cable from the receiver vehicle first, and then from the donor battery.



Activate the main battery cut-off switch. Start the engine of the donor vehicle. Turn the ignition switch of the receiver vehicle to the “ACC” position and then attempt to start the engine. Once the receiver vehicle starts running properly, turn off the donor vehicle. Remove the terminal clamps in reverse order.

12.4 Relay Panel



WARNING

- Highly explosive hydrogen gas is produced while charging batteries. Check that batteries are charged in a well ventilated area.
- Keep fire, sparks, naked flames and cigarette away from the battery.
- Connect the jumper cables to the battery terminals only. Never connect them to the starter or frame.
- It may not be a simple battery fault if the engine does not run. Stop the engine of the donor vehicle. Otherwise donor battery may discharge.

Relay panel is located in battery maintenance compartment. Replace the damaged fuse with a spare one if a malfunction occurs.



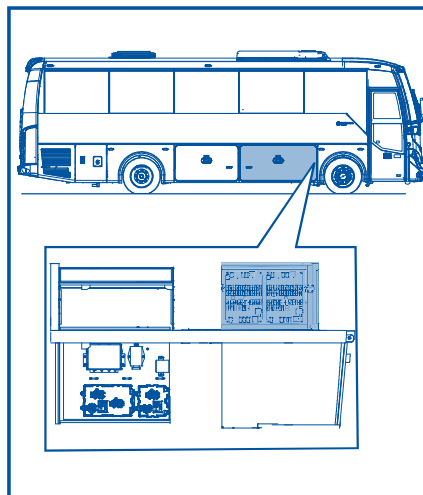
WARNING

Always check the ampere value on the spare fuse and use a fuse that complies with the amperes written on the fuse label.



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA Service for relay malfunctions.



12.5 Fuse Box



INFORMATION

An illumination lamp is located at switch panel compartment. When the compartment hatch is opened, illumination lamp lights up automatically and turns off when the hatch is closed. When the ignition is off, illumination lamp lights up for an hour if the hatch is kept open. Close the hatch and then open or switch the ignition to “ON” to illuminate the switch panel again.

Fuse box is located at battery maintenance compartment.

After recognizing any malfunction related to the fuses, determine the location of the corresponding fuse by checking the fuse charts provided in the wiring diagram documentation.

Before replacing fuses make sure the corresponding electric systems are switched off.



INFORMATION

Remove the screws on cover to access to the fuse box.



WARNING

- Take the ampere values into consideration before replacing fuses.
- Both faulty and replaced spare fuses must have the same ampere values.



INFORMATION

Fuse panels vary depending on the customer requirements. Therefore, fuse panels supplied on the vehicle may differ from those indicated in User's Manual.



WARNING

The systems may not function if faulty fuses are replaced with those of different ampere value.



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA Service for spare fuse ordering.

12.6 ECM

ECM is a processor which checks and controls different information and related systems such as fuel injection timing, determining the amount of fuel required and the idle speed.

The ECM system is located on the engine.

The ECM system helps to provide an optimum regulation of momentary fuel injection. It controls amount and timing according to the engine operating conditions and provides optimum level of fuel injection, sound and exhaust emissions.

The ECM system controls data and determines the related system malfunctions.



WARNING

The “ECM” warning lamp switches on together with “STOP” warning lamp. The warning lamp indicates a malfunction recognized by the ECM system. In such a case stop the vehicle immediately and consult authorized TEMSA Service.



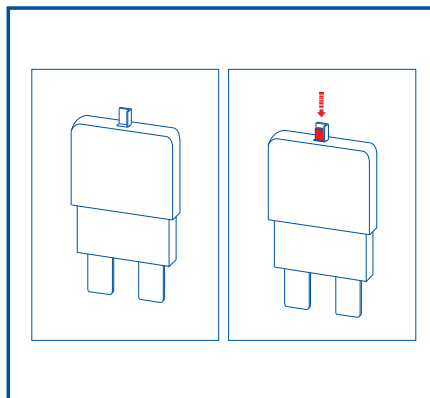
WARNING

- Never make a reverse connection of the terminals when replacing batteries or during jump starting otherwise the ECM system will be damaged. First connect the positive (+) and then the negative (-) battery terminals. Reverse connection of the terminals may damage the electronic system completely.
- Consult authorized TEMSA Service for requirements of supply. The ECM system may be entirely damaged when necessary actions are not taken.

12.7 Circuit Braker Reset

Every electrical accessory in your vehicle has a fuse to protect it. When a fuse blows, it breaks the connection, and you must reset it.

To do this, you need to find the tripped breaker. It will have a small button in the center, and the button will be popped out. The button on a breaker that is not tripped will be almost flush with the surface. A tripped button will stick out about a quarter of an inch.



Push the button in until it clicks into place.



13

MAINTENANCE

- | | | | |
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| 13.2 | Checking Condition of Engine Oil | 13.17 | Corrosion Protection |
| 13.3 | Checking Condition of Transmission Oil | 13.18 | TEMSA Emission-related Warranty |
| 13.4 | Air Filter Maintenance | 13.19 | Vehicle Emissions Control Information (VECI) label location. |
| 13.5 | Replacing Air Filter | | |
| 13.6 | Fuel Filter Maintenance | | |
| 13.7 | Expansion Tank Maintenance | | |
| 13.8 | Addition of Distilled Water | | |
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| 13.14 | Cleaning Vehicle Exterior | | |
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13.1 Checking Engine Oil Level



DO IT YOURSELF

Check the engine oil level each time when refueling.

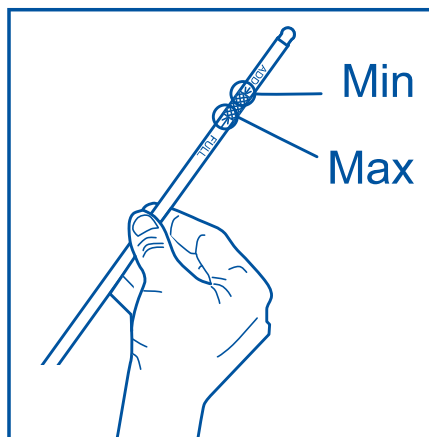
Check the engine oil level when the engine is stopped and warm, wait till the oil flows back into the sump. Park the vehicle on level ground to get an accurate oil level reading.

Pull out the dipstick and wipe it with a clean piece of cloth. Insert the dipstick to its socket and pull it out again. Check the oil level with the markings.



PROTECT THE ENVIRONMENT

- Disposal of engine oil should be done according to the hazardous waste disposal regulations.
- Take necessary precaution to avoid oil overflow while adding engine oil to the system.



INFORMATION

Oil level must be between two markings on the dipstick:
ADD : Minimum oil level allowed
FULL: Maximum oil level allowed



DOCUMENT REFERENCE

See also service manual delivered with the vehicle for oil change intervals.



WARNING

If the engine oil level is not between the indicator markings "ADD" and "FULL", the amount of engine oil is insufficient or excessive.



HOT SURFACES

Engine oil dipstick is located in the same compartment as heating parts. Take care not to touch hot parts while checking oil level.



CONSULT AUTHORIZED SERVICE

In this case, do not continue to drive and consult authorized TEMSA service.

13.2 Checking Condition of Engine Oil

Viscosity of Engine Oil

Check the viscosity of the oil on the oil dipstick. The oil on the dipstick must not be dry like tar or fluid like water.



WARNING

If the condition of the oil is too dry or too fluid it should be replaced.



CONSULT AUTHORIZED SERVICE

In this case, do not continue to drive and consult authorized TEMSA service.

Dark Engine Oil

One task of the engine oil is to clean. Oil contains additive products like solvents and detergents. Engine oil prevents fragments making contact with metal surfaces and protects the engine. Engine oil gets dirty as long as the engine runs.



WARNING

If oil colour is dark or black, consult authorized TEMSA service immediately.



WARNING

If any drop of oil or blue fume is observed from the outlet of exhaust system call TEMSA Service immediately.

Deterioration of Engine Oil

Manual or visual inspection of the engine oil might be misleading to decide whether it is deteriorated or not. Particles bigger than 2 mm in the oil indicate that the oil has deteriorated. For exact results, the oil must be subject to physical and chemical analysis at the laboratory.



WARNING

Oil replacement must always be performed by authorized TEMSA Service, if the engine oil loses its properties or it is depleted.

13.3 Checking Condition of Transmission Oil



DO IT YOURSELF

Regularly check the automatic transmission oil.

Check the automatic transmission oil by using transmission control panel.

Electric Oil Level Sensor (OLS)

Oil level can only be measured only if;

- Vehicle is on a surface level,
- Engine at idle,
- Neutral gear selected
- Zero output speed
- Transmission sump oil must be within an operating temperature band: 62°C - 104°C (140°F - 220°F)

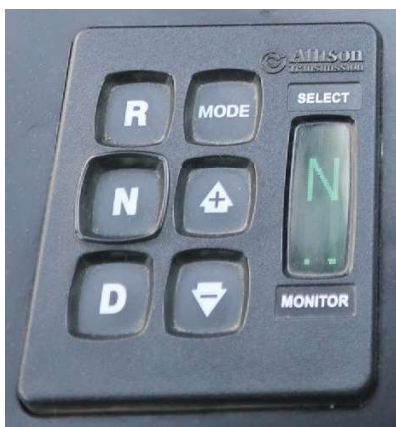
once the first four conditions are met, and a 2 minute “waiting” period has passed (to facilitate consistent oil drain back), oil level measurement will be displayed.

13.3 Checking Condition of Transmission Oil

Press the UPSHIFT and DOWNSHIFT buttons together to enter OLS read-out mode (after meeting the conditions noted above).

If the five conditions noted above are present, the display will immediately enter the reading mode.

If the “waiting” period has not elapsed, a flashing numeral counting down from 8 to 1 is displayed until the waiting period is complete.



If any condition preventing the fluid level to be checked is observed, a fault message is displayed.



CONSULT AUTHORIZED SERVICE

In such a case, do not continue to drive and consult authorized TEMSA service.

Display Messages;

Message	Meaning
oL - oK	Oil Level is OK
oL-Lo-1	Oil Level is LOW 1 quart (approx. 0,5 lt)
oL-HI-2	Oil Level is HIGH 2 quart (approx. 1 Lt.)

Fault Messages;

Message	Meaning
oL - OX	Setting time too short
oL - EL	Engine rpm too low
oL - EH	Engine rpm too high
oL - SN	N (Neutral) must be selected
oL - TL	Sump fluid temperature too low
oL - TH	Sump fluid temperature too high
oL - SH	Output shaft rotation
oL - FL	Sensor failure

13.4 Air Filter Maintenance



DO IT YOURSELF

Regularly check the air filter.



WARNING

Ensure that engine is stopped before checking the air filter.



DOCUMENT REFERENCE

See also service manual for air filter maintenance.

13.4 Air Filter Maintenance

If the air filter is clogged, it is recommended to change the filter before its periodic maintenance interval.



WARNING

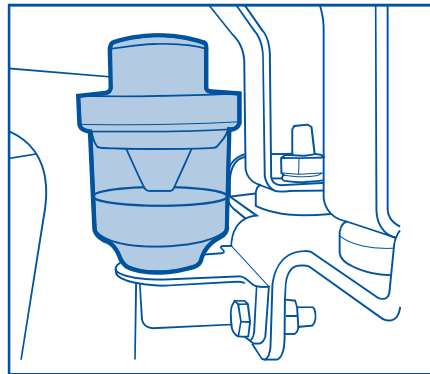
- Ensure that the engine is stopped and the ignition key is removed or in “OFF” position before removal of the air filter for maintenance and cleaning.
- Never start the engine until the air filter is reinstalled.



WARNING

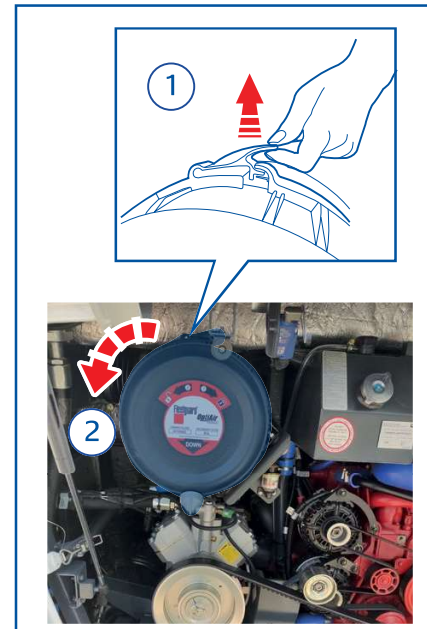
Check that filter and its elements are installed correctly after maintenance work.

Reset the dust indicator after air filter maintenance work. Check the indicator by running the engine.



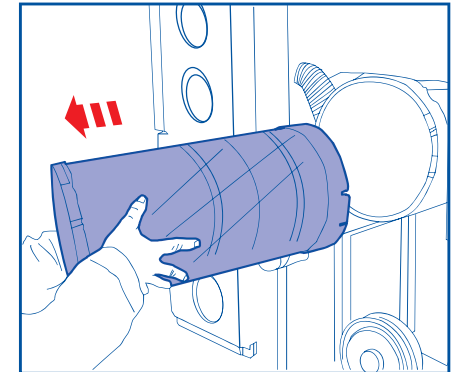
Pull the clips upwards and rotate air filter cap counterclockwise to release.

Pull out the cap and remove it completely from air filter.

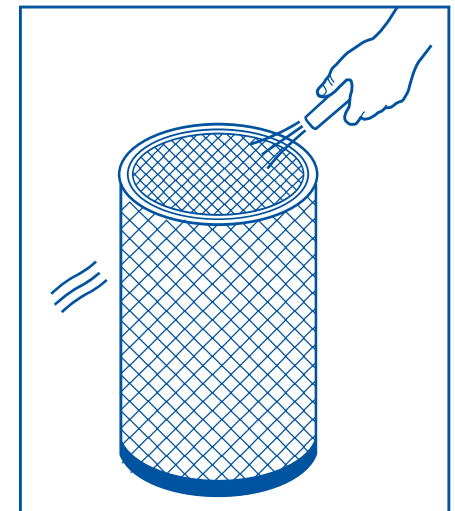


VISUAL INSPECTION

Replace the air filter if too much soot or oil has accumulated on it.



Pull the filter gently towards you and remove.



Apply pressurized air to the inner parts of the filter.

13.5 Replacing Air Filter



CONSULT AUTHORIZED SERVICE

Consult authorized TEMSA service to replace air filter.



WARNING

Always use genuine TEMSA-approved spare parts and accessories. Use of non-genuine spare parts will adversely affect the performance and jeopardize the warranty of your vehicle.

13.6 Fuel Filter Maintenance

Performance of the vehicle and fuel consumption depend on the cleanliness of the fuel filter. Clogged fuel filter reduces the performance of the vehicle and increases fuel consumption.



DO IT YOURSELF

Check the fuel consumption regularly. The reason of sudden increase in the fuel consumption may be a clogged fuel filter.



CONSULT AUTHORIZED SERVICE

In such a case consult authorized TEMSA service before periodical replacement interval.



WARNING

- No maintenance work is applied for the fuel filter. Fuel filters must be replaced by authorized TEMSA Service at required intervals or if damaged. This information can be obtained from TEMSA Service.
- Always use the type of fuel recommended by authorized TEMSA Service.



DOCUMENT REFERENCE

See also service manual for fuel filter replacement.

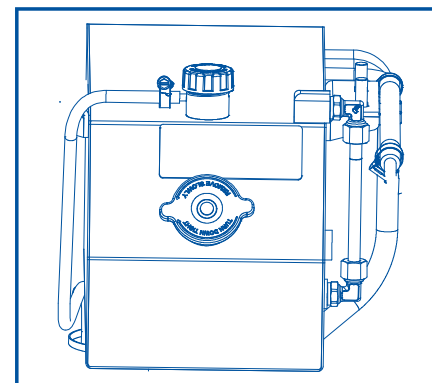
13.7 Expansion Tank Maintenance

Ensure that engine is stopped before checking coolant level. Park the vehicle on level ground before checking coolant level.



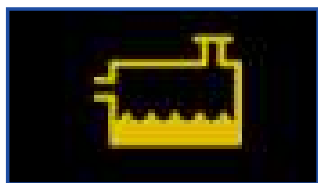
DO IT YOURSELF

Regularly check the coolant level.



13.8 Addition of Distilled Water

Add distilled water to the tank if coolant level indicates “MINIMUM” on the expansion tank (see page 123)

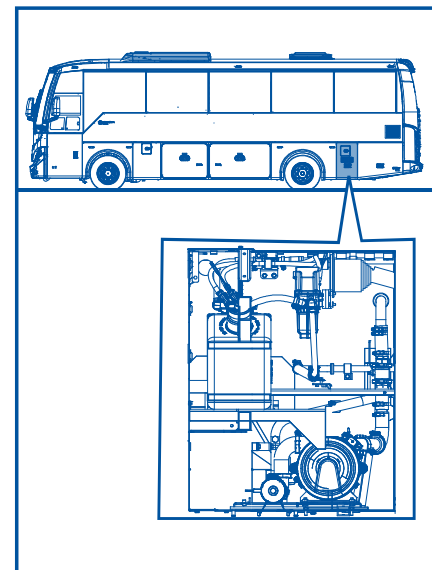


WARNING

- Never completely fill the expansion tank. Add fluid until low cooling water level warning lamp switches off.
- Antifreeze ratio changes when distilled water is added to the tank. Antifreeze addition or replacement of antifreeze must only be performed by authorized TEMSA service. Consult authorized TEMSA service before continuing to drive in order to avoid cooling system damage.

Radiator filling instructions:

Step	Definition
1	All manual valves are opened.
2	Reserve tank is filled up to full level.
3	Engine is started and works at idle speed.
4	Coolant is added slowly by observing reduction.
5	Engine works app. 10 mins.
6	Electrical valves and water pump is opened.
7	Coolant is added as it reduces within the level observed.
8	Engine works for 10 to 15 mins.
9	Then, engine works at full throttle.
10	Add necessary coolant.
11	Wait until thermostat opens.
12	Add coolant if needed.
13	Finally, vehicle is sent to test shop and rework dept.
14	In this period if coolant is observed to be reduced, then added.



13.9 Usage of Antifreeze



WARNING

- Coolant includes ethylene glycol. Avoid contact with ethylene glycol and never mix it with other substances.
- Never add antifreeze to the system before periodical maintenance interval.



INFORMATION

Consult authorized TEMSA Service for replacement of the coolant.



DOCUMENT REFERENCE

See also service manual for replacement of the coolant.



PROTECT THE ENVIRONMENT

- Disposal of antifreeze should be done according to the hazardous waste disposal regulations.
- Take necessary precaution to avoid antifreeze overflow while adding antifreeze to the system.

13.10 Radiator Maintenance

Contaminants on the radiator fins obstruct the function of the cooling cycle process.



DOCUMENT REFERENCE

See also service manual for radiator maintenance.



VISUAL INSPECTION

Check temperature indicator regularly during driving.



WARNING

All running parts located in the same compartment as the radiator, heat up.



HOT SURFACES

Contact with hot parts may cause severe injuries.



SAFETY GLOVES

Always wear protective gloves during maintenance of hot parts.



WARNING

Vapor inside the radiator may cause severe burns. Never open or loosen radiator cap when the fluid is hot.

Always use a soft brush to clean the radiator. Never apply pressurized air or water directly on the radiator.



ROTATING PARTS

Always perform radiator maintenance when the engine is stopped. Check that all parts are stationary before starting to clean the radiator.

13.11 Air Conditioner Maintenance

Run the air conditioner regularly for at least half an hour to increase the service life of the gasket.



INFORMATION

Do not deactivate air conditioner immediately after long use. Run the air conditioner in the fan position to allow the humidity to escape from the system.

13.12 Cleaning the Filters

Check that all filters are cleaned regularly to improve performance of heating and cooling elements. Clogged filters will reduce the performance of the air conditioning system.

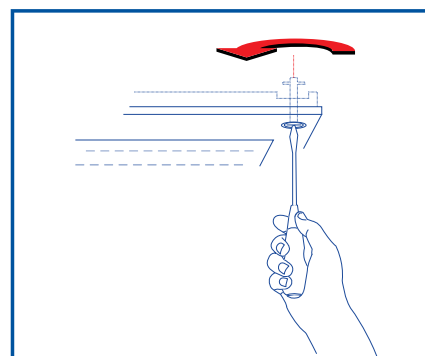
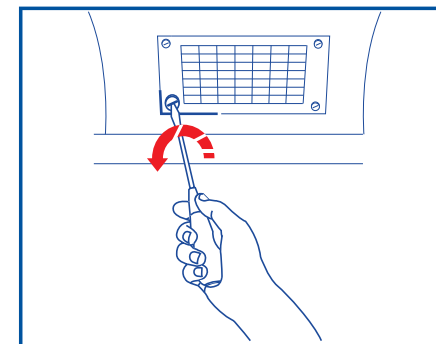


WARNING

Do not run the air conditioner during filter cleaning.

Remove the screws located on the vent to clean the air conditioner filters. Use water to clean the pores that are clogged.

Remove the vents to clean them. Use warm water and soap to clean air conditioner vents. Dry in well ventilated area. Clean vents regularly.



PROTECT THE ENVIRONMENT

Vehicles in good condition release less amounts of particles into the environment. Periodic maintenance achieves an improvement of the vehicle's condition and protects the environment.

13.13 Checking the Drive Belt Tension

Check drive belts regularly before driving.



DOCUMENT REFERENCE

See also service manual for drive belt replacement.



ROTATING PARTS

Belts and hoops rotate as long as the engine runs. Check the belts when the engine is stopped.

VISUAL



INSPECTION

- Open the engine maintenance lid and check the physical condition of drive belts.
- Drive belts that are damaged must be replaced immediately.



CONSULT AUTHORIZED SERVICE

In this case do not drive and consult authorized TEMSA Service.



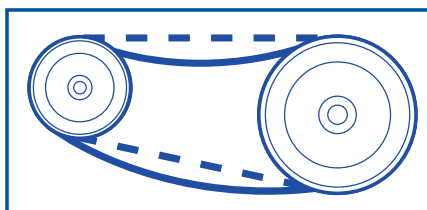
WARNING

Damaged belts may cause accidents and severe injuries.



INFORMATION

- Insufficient tension may cause engine over heating or charging problems of the battery.
- Excessive tension may damage the belt itself.



13.14 Cleaning Vehicle Exterior

Wash the vehicle frequently to protect painted and protective surfaces.



WARNING

It is recommended to clean vehicle manually and not use automatic cleaning machines.



INFORMATION

Wash exterior of the vehicle as well as interior of the fenders with plenty of water and cleaning agents recommended by authorized TEMSA service.



WARNING

- Never use hard brushes or spatula to clean resin, bird droppings and other acidic substances on the vehicle.
- Check that the engine is stopped and allow the transmission system to cool down before cleaning the vehicle. Never wash the vehicle with the engine running.
- Cleaning of engine compartment and isolation materials of engine compartment must only be performed by authorized TEMSA service.
- Never use solvents that react with plastic substances for cleaning plastic surfaces.
- Cleaning of headlamps must only be performed by authorized TEMSA service.

13.15 Lavatory Waste Tank Maintenance

Discharge lavatory waste tank regularly. Late discharging may cause overflow. (See also page 86)



WARNING

Do not use toilet unit if lavatory waste tank full.



CONSULT AUTHORIZED SERVICE

In such event do not drive coach and consult authorized TEMSA Service.

13.16 Corrosion Protection

Corrosion can form on the exterior surface of the vehicle, on connection elements and mechanical parts.



INFORMATION

Corrosion check must be conducted every 15.000 km / 9321 miles.

How to detect corrosion?

Wear and change of color on the external surface of the metal indicate corrosion. On metal parts the color of corrosion is brown and it is white on aluminum and zinc parts.



INFORMATION

Regular maintenance and repairs recommended by authorized TEMSA procedures reduces the corrosion risk on all surfaces of the vehicle.

Factors that cause corrosion are: Weather Conditions

Different weather conditions such as humidity, snow and mud accumulation on the surface of the vehicle must be cleaned regularly to prevent paint and surrounding surfaces from corroding.

External Factors

Air pollution, dust carried by the wind, gravel and dirt may damage the preservative surface of the vehicle.

Dirt, snow and other external substances remaining on the surface for extended periods may damage the body surface.

Usage Conditions

Body surface may crack if the vehicle is washed in extremely hot or cold weather. Cracks may lead to corrosion.

Maintenance Preventive Corrosion Procedure:

We would like to remind you of maintenance precautions to help protect your vehicle from aging and corrosion.

Cleaning of the Vehicle

Cleaning and maintenance of the vehicle in regular intervals as recommended by authorized TEMSA Service reduces corrosion risk and increases service life.

Use suitable washing agent and warm water for hand washing, max. 50°C/122°F.



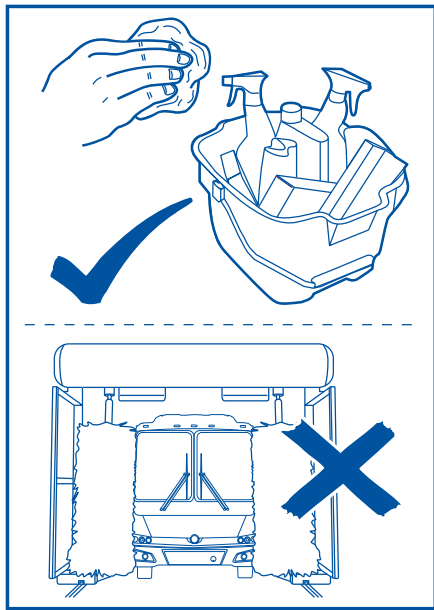
WARNING

Do not use household detergents, soaps or strong chemicals which remove wax and other protective finishes from the surface of the paint to wash your vehicle. After all sections have been washed, rinse the entire vehicle once again before drying. Do not let residues remain on the surface of the vehicle. Use only gentle washing agents approved by TEMSA.

Washing New Vehicles

**WARNING**

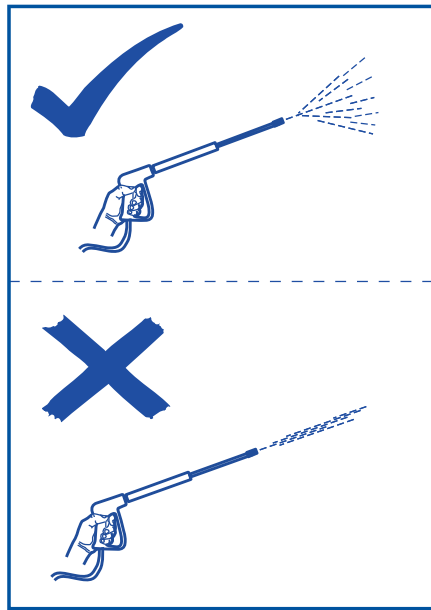
- New paintwork is not fully hardened during the first months. Therefore, instead of washing the vehicle in an automatic wash system prefer hand wash during the first 2 months.
- Always wash the vehicle starting from top to bottom.



Pressurized Washing

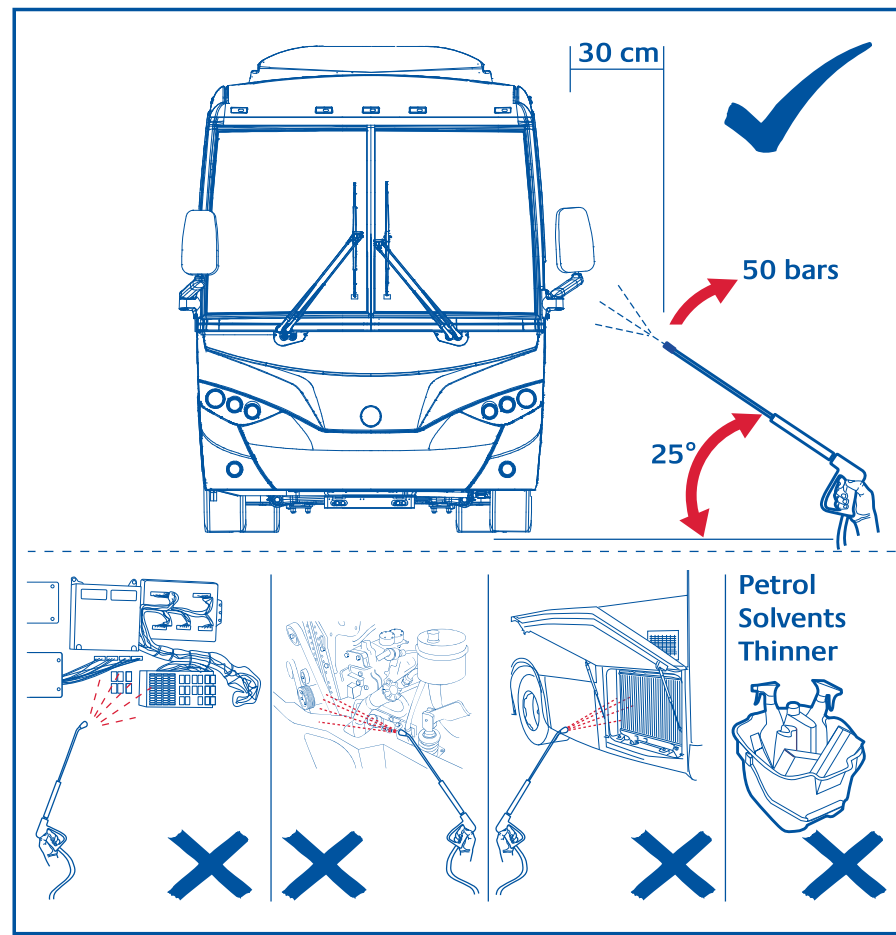
**WARNING**

Do not use high pressure round jet nozzles and power nozzles. Only use flat jet nozzles for pressure washing. Always keep the nozzle moving instead of pointing. The average operating pressure for pressure washing should be 50 bars.



Pressure washing can be done on vehicle older than 2 months. Running water and gentle washing agents approved by Temsa can be used for this process.

Use cold or warm water for pressure washing. Depending on the manufacturer, you can add 1 to 5% washing agent to the water.



Pressurized Washing



WARNING

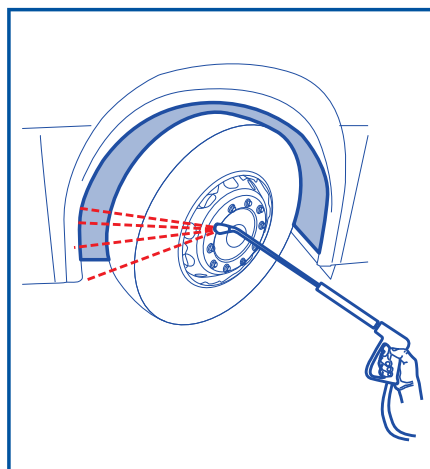
- Never use additives or cleaning agents consisting of petrol, thinner or any other hydrocarbon based solvents.
- Do not point the water directly at any electrical equipment.
- Do not point the pressurized water directly in the engine compartment, air suction zones, or draining holes of axle and transmission system.
- Do not point the pressurized water directly at the bearings and joints.

Underbody Maintenance

Salting icy roads during the winter helps vehicle tires to maintain traction. On the other hand, accumulation of road salt in the fenders, luggage compartments and under body zone of the vehicle causes corrosion.

Components of the vehicle such as chasis, side panels, exhaust system, brake and oil lines can be affected by the corrosion if accumulated road salt is not cleaned well.

To protect the under body components, wash and clean the road salt accumulation zones at least once a month.



Paintwork Maintenance

Repair any observed scratches and paintwork damages immediately. Uncoated surfaces cause corrosion.

Surface Protection

With a recommended bright polishing agent, apply wax sealing.

After every third to fifth wash, apply hot wax sealant to your vehicle.

Applying hot wax and using resealing substances prevents dirt from adhering to surface of the vehicle. This makes washing the vehicle easier.

Paste Wax

Paste wax is used for coating the body surface to remove the scratches and it reduces the damage on paint caused by environmental factors.

Wax

Apply wax to the vehicle to improve smooth dripping on the painted surface or when rain no longer forms drops.

Winter Conditions

Prepare the vehicle for winter conditions as recommended by authorized TEMSA Service.

Corrosive factors as dirt, snow and other external substances remaining on the surface for a long time may damage the body surface and are much more aggressive during winter period.



WARNING

- Apply waxed-based protectives to superstructure, underbody and chasis.
- Repeat this application of preservation on particularly damaged zones.
- Wash and clean the road salt accumulation zones at periodic intervals.
- Grease the chassis, brake system yokes and joints regularly.
- Add approved antifreeze to the heating and cooling system in the correct quantities.
- Change the engine oil on its recommended time according to the specified SAE classes.

Winter Conditions



INFORMATION

To reduce the amount of corrosion conduct necessary maintenance on the mechanical parts required for winter conditions as recommended by authorized TEMSA service.



DOCUMENT REFERENCE

See also maintenance manual delivered with the vehicle for more information on maintenance and checks not indicated in this section.

Repairing

The damage caused by accidents eg. scratches, dents etc. increase the risk of corrosion unless repaired.



INFORMATION

Consult authorized TEMSA service to carry out necessary repairs after accident.

When chemical substance spills over body surface clean the contaminated area with cleaning agents recommended by TEMSA service. The cleaning process protects painted surface against corrosion.



INFORMATION

Wash the vehicle with plenty of water after the cleaning process.

Drive slowly on gravel roads to prevent the body surface from being scratched.

When paint work is needed, use materials according to the procedures recommended by TEMSA Service to protect the body against corrosion.

Clean corrosion stains formed on the rim joints and apply wax-based preservatives recommended by authorized TEMSA service.

13.17 TEMSA Emission-Related Warranty

(a) General. TEMSA warrants to Buyer and each subsequent purchaser that the Coach, including all parts of its emission control system, meets two conditions:

1. It is designed, built, and equipped so it conforms at the time of sale to Buyer with the requirements of 40 CFR Part 1037.
2. It is free from defects in materials and workmanship that cause the Coach to fail to conform to the requirements of 40 CFR Part 1037 during the applicable warranty period

The above warranty will be referred to as the “TEMSA Emission Warranty” in this document.

(b) The warranty period of the TEMSA Emission Warranty is as follows:

Vehicle	California and states that have adopted California standards	Other states
2026MY vehicle	5 years, 100,000 miles	5 years, 100,000 miles

All durations are from the date of delivery to the first retail purchaser as indicated on the Retail Delivery Advice Form

3. For tires, the TEMSA emission-related warranty period is two (2) years or 24,000 miles from the date of delivery to the first retail purchaser whichever first occurs, as indicated on the Retail Delivery Advice Form

The tires installed on this vehicle at the factory as original equipment are certified for Greenhouse Gas and Fuel Efficiency regulations. Replacement tires must be of equal or lower rolling resistance level. Consult with your tire supplier(s) for appropriate replacement tires. TEMSA may deny warranty coverage if the tires have failed because of abuse, collision, neglect, improper maintenance, unapproved modifications, or acts of God.

4. For wheels, the TEMSA emission-related warranty period is five (5) years or 100,000 miles from the date of delivery to the first retail purchaser whichever first occurs, as indicated on the Retail Delivery Advice Form

The wheels installed on this vehicle at the factory as original equipment are certified for Greenhouse Gas and Fuel Efficiency regulations. Replacement wheels must be properly load-rated and of equal or lower weight. Consult TEMSA for appropriate replacement wheels. TEMSA may deny warranty coverage if the wheels have failed because of abuse, collision, neglect, improper maintenance, unapproved modifications, or Unauthorized operations and force majeure.

13.17 TEMSA Emission-Related Warranty

1. Temsa warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later, U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first.

The tires installed on this vehicle at the factory as original equipment are certified for Greenhouse Gas and Fuel Efficiency regulations. Replacement tires must be of equal or lower rolling resistance level. Consult with your tire supplier(s) for appropriate replacement tires. This tire warranty does not cover replacement tires or damage from road hazard, improper inflation and/or wear.

2. For air conditioning systems, five (5) years or 100,000 miles from the date of delivery to the first retail purchaser whichever first occurs, as indicated on the Retail Delivery Advice Form

Air Conditioning System Related Parts: The emission-related warranty covers all components whose failure would increase a vehicle's emissions of air conditioning refrigerants.

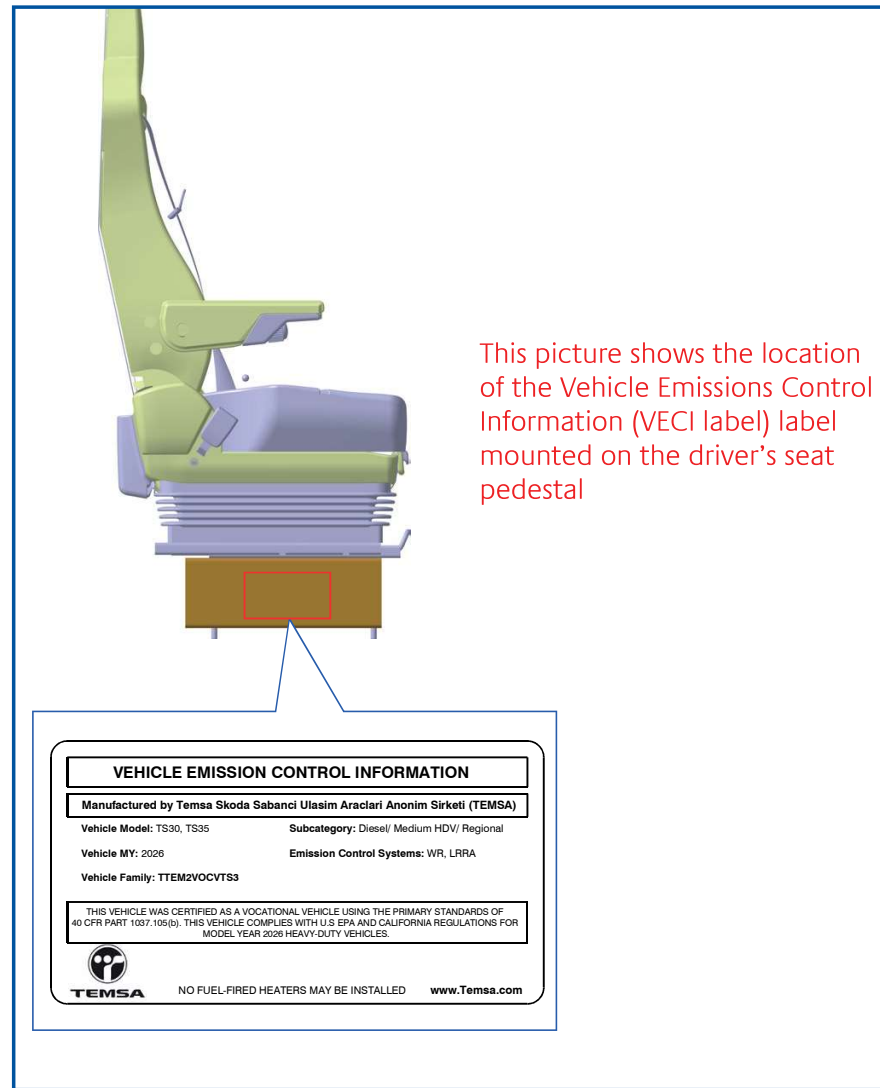
(c) Warranty Exclusions. The TEMSA Emission Warranty does not cover any failures resulting from any improper maintenance or use, as described in 40 CFR §1068.115

(d) Emission Controls and Emission System Related Parts: Covered by Seller's Limited Warranty as and only to the extent they are required to be covered by a vehicle manufacturer pursuant to the laws pertaining to the warranties applicable to emissions controls or emission system-related parts in effect at the date of manufacture, including the TEMSA Emission Warranty

(e) Warranty Service

1. To obtain service under this Warranty service, present the vehicle to an Authorized TEMSA Dealer or Distributor for inspection promptly upon discovering an item or concern.
2. To obtain service under the Engine and Aftertreatment Warranty service, present the vehicle to an Authorized Cummins Dealer or Service Provider promptly upon discovering an item or concern. Cummins authorized dealers or distributors authorized to repair emissions-related components or systems may be found by reference to <https://www.cummins.com/locations>

13.18 Vehicle Emissions Control Information (VECI) label location.



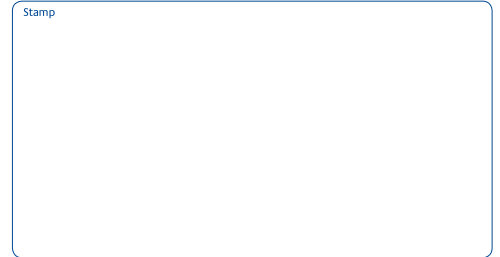
INFORMATION

“All Acumen connectors shall be disconnected prior to vehicle welding. (Welding on a chassis can damage the Acumen module as the high current may pass through the module seeking a ground/return path during the arc welding process.)”



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User Manual

TS 35

9031-438Y

Rev.00

RPPB7L2

26.03.2025

Dear User,

Welcome to the TEMSA family. Modern technology is combined with our best efforts to present you a safe, economical and comfortable 'companion'.

With its uncompromising customer satisfaction principle and reliable after sales services team, TEMSA has prepared this User's Manual.

The content of this manual provides necessary information, suggestions and notes to make sure that you will be acquainted with all the features of your vehicle necessary for the safest and most efficient way of driving.

Please read carefully.

To Win and Improve Together in All Times...

TEMSA Family

00

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GENERAL INFORMATION

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 - 1.1.4 Using Mobile Phone and Radio
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 - 1.1.7 Getting the Most Out of Your Vehicle
- 1.2 Symbols
- 1.3 Warning Labels and Warning Signs
- 1.4 Usage of Heater

1.1 Preface



WARNING

Technical information and properties of the vehicles stated within this User's Manual are valid on the date of issue. TEMSA, reserves the right to make any necessary changes to the features of its products without giving any advance notice.

1.1.1 Aim of this Users Manual

This User's Manual is prepared to use your vehicle in the safest and the most efficient way.

Safety instructions given in this User's Manuals are intended to protect persons and properties.

Therefore, before operating the vehicle or before carrying out any maintenance work, read this manual completely and carefully.

Any injury or damage arisen from non-compliance with the safety instructions given in this manual is the responsibility of the vehicle's owner.

Should the vehicle be sold, the User's Manual must be delivered to the new owner of the vehicle.

It is assumed that all the information and safety instructions given in this manual, can be understood clearly by the owner and the user of the vehicle who have sufficient occupational experience and knowledge.

Please contact authorized TEMSA Service if you have difficulty in understanding explanations in the user's manual.

In addition to the information provided within this manual, all prevailing national regulations must be observed.

This manual is intended to be used commonly for all variants of TS 35, therefore some properties of your vehicle may not comply with those indicated in this manual.

Also illustrations used in this manual are intended to be shown procedures, usage and other important subjects for the user. Therefore they may have some differences than the original views.

1.1.2 Intended Use of Vehicle

The vehicle is designed for transportation of passengers and their luggage only.

Passenger capacity, according to seat arrangement, is indicated in the passenger capacity label and registration documents of the vehicle.

The vehicle cannot be used except for its design purpose.

The owner of the vehicle will be held liable for any other use beyond this design purpose.

1.1.3 Operational Safety

Before driving, take all necessary safety and environmental aspects into consideration. Ensure that the vehicle is in technically perfect condition.

If you believe that your vehicle has a fault which could cause a crash, injury or death, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) in addition to notifying TEMSA.

If NHTSA receives similar complaints, it may open an investigation, and if it discovers that a safety problem exists in a group of vehicles, it may order a recall and remedy campaign. However, NHTSA cannot become involved in individual problems between you and your dealer, or TEMSA.

To contact NHTSA, you may either call the Auto Safety Hotline toll-free at 1-(800)-424-9393 (or 366-0123 in Washington, D.C. area) or write to: NHTSA, U.S. Department of Transportation, Washington, D.C. 20590. You can also obtain other information about motor vehicle safety from the Hotline.

Observe all safety instructions and warnings displayed on the vehicle. The vehicle owner must ensure the presence and legibility of all warnings and information signs throughout the vehicle's service life.

Any alteration of the vehicle may interfere with safety features built into the vehicle and may lead to an accident resulting in serious injury or death.

Throughout this booklet, left is defined as the driver's side of the vehicle, and right as the passenger's side of the vehicle.

Fuel Quality

The tank must not be filled with more than 95 % of tank volume. The legal capacity is displayed on the fuel filler door outside. Use only ultra low sulfur diesel (ULSD).

California Proposition 65 Warning NOTICE!

Engine exhaust, some of its constituents, and certain vehicle components contain or emit chemicals known to the State of California for causing cancer and birth defects or other reproductive harm. In addition, certain fluids contained in vehicles and certain wear components contain or emit chemicals known to the State of California for causing cancer and birth defects or other reproductive harm.

Production

Whether in production or repair, TEMSA always relies on environmentally friendly technology. A waste-management system has been introduced to reduce the amount of waste while simultaneously increasing the recycling rate. Waste water leaves the TEMSA factory only after being appropriately treated.

Any fault messages are indicated to the driver by the "Check Engine" warning light and the on-board computer.

Coverings

Do not affix any coverings (e.g. films or "stone guards") in the area of the headlights and air intakes. Damage due to excessive temperatures and abrasion could result.

Wear of the different components of the braking system, such as brake pads or brake discs, depends to a great extent on the individual driving style and the conditions of use and therefore cannot be expressed in actual miles on the road. The values communicated by TEMSA are based on normal operation adapted to traffic.

**WARNING**

- Danger of burning.
- The tailpipes of the exhaust system can become very hot.
- Do not touch this area.
- Look out for children.
- Parts of clothing can become damaged.

For more information refer to Section 7 (Engine).

**WARNING**

- There is risk of accident if you set or operate the on-board computer, radio, navigation system, telephone or other equipment when driving. This could distract you from the traffic and cause loss of control of the vehicle resulting in serious personal injury or death.
- Operate the components while driving only if the traffic situation allows you to do so safely.
- Carry out any complicated operating or setting procedures only while the vehicle is stationary.
- Take prevailing national regulations into consideration.

**WARNING****Engine Exhaust**

- Engine exhaust is dangerous if inhaled. Engine exhaust fumes have many components which you can smell. They also contain carbon monoxide (CO), which is a colourless and odorless gas. Carbon monoxide can cause unconsciousness and even death if inhaled.
- Never start or let the engine run in an enclosed, unventilated area.
- It is not recommended to sit in your vehicle for prolonged periods with the engine on and the vehicle not moving.

National Highway Transportation & Safety Administration (NHTSA)

If you feel your new TEMSA has a safety issue that could cause a crash or personal injury, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) describing the problem. You should also notify TEMSA immediately so that they can evaluate the situation or condition.

If NHTSA receives more information of similar nature, it may open an investigation regarding this matter. If NHTSA determines there is a common safety defect in a group of buses, it may issue an order for a recall. NHTSA will not, however, become involved in an individual issue between the owner/operator, distributor and/or TEMSA.

To contact NHTSA, call the Auto Safety Hotline toll free at 1.800.424.9393 (outside the Washington, DC area). In the Washington, DC area, call 366.0123. The NHTSA may also be contacted in writing to the following address:

NHTSA

US Department of Transportation
Washington, DC 20590

Before Placing the Bus in Service

It is the responsibility of the bus Owner / Operator to ensure compliance with all federal, state and local regulations for school bus operation and equipment. As part of a daily pre-trip inspection, the Driver should consider it his/her responsibility to verify that the vehicle is in satisfactory working order and that all emergency equipment is in place, fully stocked (First Aid Kit), up-to-date (Fire Extinguisher), and in proper working condition.

Inspection guidelines from individual state inspection manuals (such as Commercial Driver's License pre-trip inspection procedures) take precedence over those found in this manual. Guidelines found herein are in addition to those in your state's inspection requirements.

The Driver is responsible for inspecting that the loading area is clear before stopping to load passengers. The Driver must ensure that all unloaded passengers are clear before moving the bus.

Check the service brake adjustment.
Check the park brake adjustment on units equipped with hydraulic brake systems.
Check the torque on all body "tie-down" bolts.
Check the engine oil level.
Check the transmission fluid level.
Check the engine coolant level.
Check the air pressure in all tires.
Check the torque on the driveline universal joint straps.

1.1.4 Using Mobile Phones and Radio

Mobile phones and radio communication devices may distract the driver during driving. Therefore it is recommended not to use such devices.

Furthermore, usage of mobile phones or other devices transmitting electromagnetic waves must comply with prevailing national regulations.

Before adding sound equipment, check with your dealer and be sure to check Federal rules covering mobile radio and telephone units.

1.1.5 Use of Genuine Parts and Accessories

For a safer and longer service life of the vehicle, use only TEMSA genuine spare parts, accessories or parts which have been approved and tested by TEMSA.

All genuine parts have been approved by TEMSA by means of testing their reliability, endurance and safety factors. TEMSA does not take any responsibility for any injury or damage due to use of non-approved third party products.

Any alteration of the vehicle may interfere with safety features built into the vehicle and may lead to an accident resulting in serious injury or death.

1.1.6 Service and Maintenance

Carry out all maintenance and service work completely and within the specified intervals as described in this manual and in the warranty and service documentation.

The service and maintenance operations should be carried out by authorized service providers and be in compliance with TEMSA directives.

You should keep a record with all parts receipts and list the mileage and the date of any service work you perform and/or authorized service performed.

Incomplete or improper servicing may cause problems in the operation of the vehicle. If you are in doubt about any servicing, have it done by your authorized TEMSA dealer. Improper maintenance during the warranty period will jeopardize your TEMSA warranty coverage.

1.1.7 Getting the Most Out of Your Vehicle

1 Maintenance

The state of the art engine technology means only 1-2 maintenance checks are required each year. Please review your warranty and service manual for detail.

Optimum lubrication and tuning result in a 3 % to 5 % improvement in fuel economy.

2 Engine

Optimum fuel economy is reached at max. tractive force range of your engine.

3 Axle Alignment

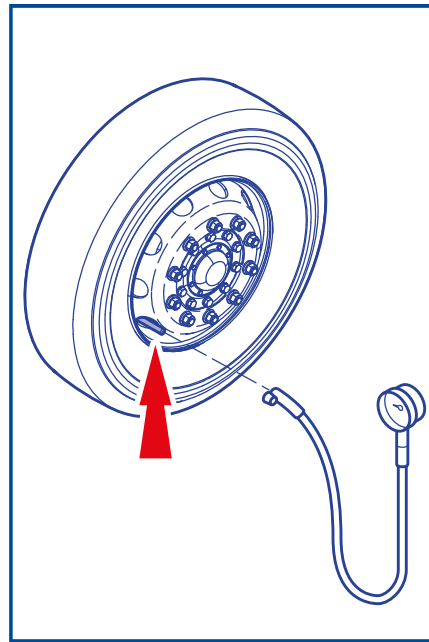
Incorrect axle alignment can impact consumption by up to 3%.

4 Tire Pressure

It is well known that a low tire pressure increases fuel consumption by up to 5%. If the tire pressure is 20% below the correct pressure, the rolling resistance will be about 10% higher and the fuel consumption will be about 5% higher.

Check the pressure before driving the vehicle when tires are cold. Remember as the ambient temperature changes raise/fall 10°C / 50°F; tire pressure changes increase/ decrease 0.2 bars / 2.9 psi.

5 Take a Break from Idle Time



Cutting idle time from 50% to 25% can improve fuel economy by up to 4%.



PROTECT THE ENVIRONMENT

Excessive idling will increase the amount of particles released to the environment. Avoid excessive idling.

Limit the warm up time; Excessive idling wastes fuel, adds contaminants to the oil, and adds carbons to the combustion chamber.

Idling engines use about 0.39 gal / 1.5 liters of diesel per hour. Engine idling shutdown pays off in preventing unnecessary fuel consumption of stationary vehicles.

6 Gearbox (Manual Operation)

Practice progressive shifting. You do not have to, but overtaking the shifting is always possible:

Change gears earlier (even lower engine speeds) Shift up as soon as you have enough rpm to grab the next higher gear.
Hold the gear (driver's assessment)
No need to increase revs!

7 Driving Steadily

Continuous speed adjustments cost fuel. Adaptive cruise control is an effective aid to keep pace with the other traffic at minimum fuel penalty.

Use the cruise and slow down

- Electronic cruise control saves fuel, makes driving easier.
- Think twice about the cruise speed you choose.
- Every mile per hour over 55 mph adds almost 0.66 gal/ 2.5 liters more consumption per 62.1 miles.
- Remember, torque moves the load
- Torque moves the load; horsepower determines how fast it moves.
- Staying in the preferred torque range keeps the engine operating more efficiently and puts more profit in your pocket.

1.1.7 Getting the Most Out of Your Vehicle

8 Driving on a Slope

Hold speed at the start of the slope: Throttle up to full load gradually.

Don't change gear if your vehicle "holds its speed".

Do not be afraid to let the engine rpm pull back on a grade. When you are pulling a long grade, be patient.

Letting the engine rpm pull back on grades will not hurt your engine.

9 Use the Energy

Let the mass work for you and make the most of momentum.

When no throttle is given, drive in the highest gear (low internal resistance). Look further ahead; avoid unnecessary braking; drive consistently.

Let momentum of your vehicle work for you to save fuel.

Coasting in gear allows all the fuel to return to the tank.
Kick out the cruise control about a

couple miles before you exit, stay in gear as long as possible, and watch how far you can coast for free.

Do not overload the vehicle with energy.

Release throttle in good time (weight of your vehicle represents a lot of energy when it moves)

When throttle is released your consumption is ZERO.

Do not build up too much speed and then correct it.

The Whole Makes the Difference

An efficient driveline alone does not guarantee the best return on fuel in everyday use. It is the total of different factors, like the overall configuration of the vehicle, the maintenance condition and the driving style that are decisive for the fuel efficiency.

In general less weight means more payload or less fuel. If aluminum wheels are fitted, the gain also includes better looks of the vehicle and lower maintenance costs.

Rules of thumb

Remember! Max. tractive force is defined between certain rpm range for your engine in which optimum fuel economy is reached. Tractive force at lower rpm limit of this range is the same as the highest limit of this range, resulting in high driving comfort at low revs.

0.6 mph (1 km/h) faster = 1 % higher fuel consumption:

- Driving at 85 instead of 80: +5%
- Driving at 90 instead of 85: +5%



PROTECT THE ENVIRONMENT

Lowering the fuel consumption will reduce the exhaust emissions and will protect the environment.

Additional energy consumers have an impact as well:

- Air conditioning: 2 %
- Extra Lights on: 1 %-3 %

Driving Performance

3 basic rules to drive with optimum fuel economy:

- Use as little energy as possible to get the vehicle up to speed.
- Appropriate revs.
- Appropriate gears.

Rate the energy required

Do I really need to accelerate that much in this situation?

Use the vehicle speed.

Weight of your vehicle represents a lot of energy when it move, use that energy.

Summary

Anticipate:

- Release throttle in good time.
- Prevent unnecessary braking.
- Drive no faster than is necessary at a given time.

1.2 Symbols

Operating instructions in this manual include the following symbols, warning words and signs:



OPTION

This symbol indicates that mentioned property of the vehicle is optional. (Model specifications, models specified to the country, optional equipment).



INFORMATION

This symbol is used when important additional information is given.



VISUAL INSPECTION

This symbol is used to inform the user that the complementary indicator lamp would be lit after carrying out the mentioned instruction.



WARNING

This symbol is used in conditions which may cause damage or injury if necessary measures are not taken.



AURAL INSPECTION

This symbol is used to inform the user that the complementary sound can be heard after carrying out the mentioned instruction.



HOT SURFACES

This symbol is used to indicate the risk of burns in case of contact with hot surfaces.



MECHANICAL MAINTENANCE

This symbol is used to indicate conditions where mentioned instruction should be carried out by a mechanic.



ROTATING PARTS

This symbol is used to indicate conditions where the user may be hit and injured by rotating parts.



DO IT YOURSELF

This symbol indicates that mentioned instruction can be carried out by the user.



DOCUMENT REFERENCE

See also other manuals delivered for information.



SAFETY GLOVES

This symbol is used to indicate conditions where it is necessary to wear safety gloves against injuries due to maintenance work.



CONSULT AUTHORIZED SERVICE

This symbol is used in conditions where authorized TEMSA Service should be consulted for described maintenance, repair and inspection work.



PROTECT THE ENVIRONMENT

This symbol is used to indicate the environment should be considered when conducting this task.

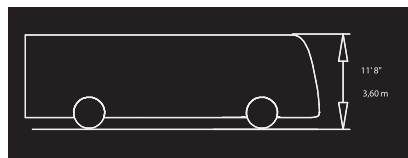
1.3 Warning Labels and Warning Signs



CAUTION

**THE ROTATING KNOB
TO OPEN THE DOOR
IN CASE OF EMERGENCY.**

WATCH YOUR STEP



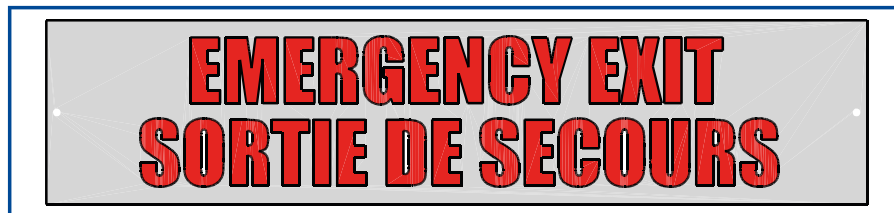
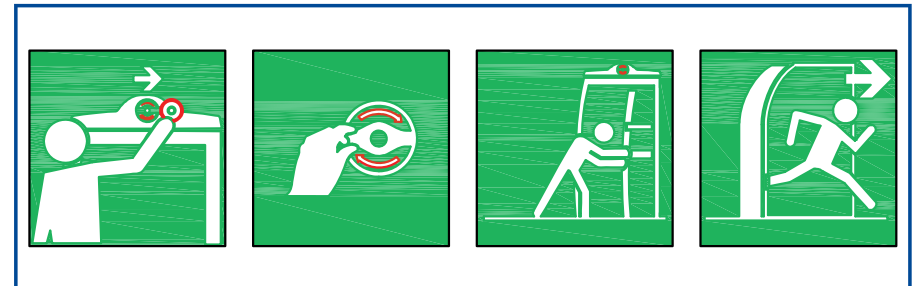
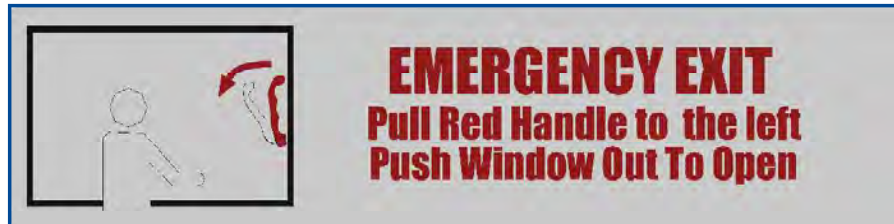
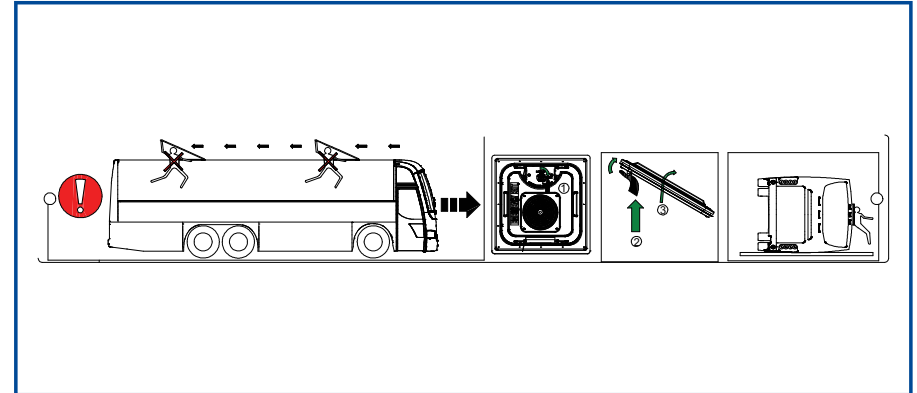
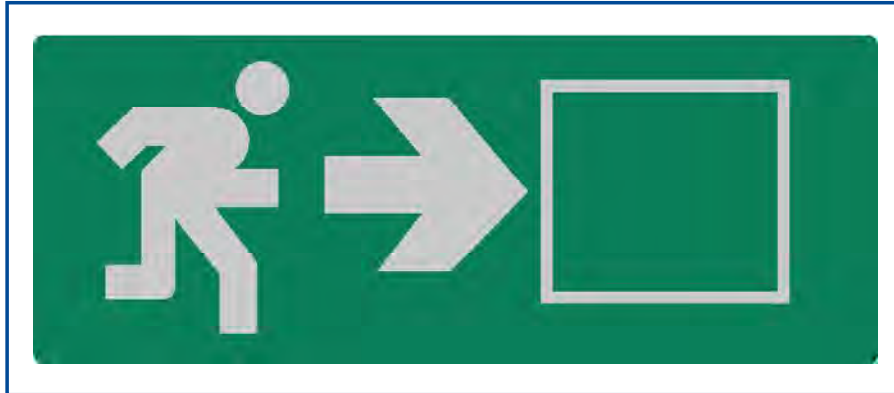
IN AN EMERGENCY

1-PUSH UP

2-PULL THE WHITE KNOB

3-OPEN THE LID

1.3 Warning Labels and Warning Signs



1.3 Warning Labels and Warning Signs

WARNING

THIS VEHICLE IS EQUIPPED
WITH A BACK-UP ALARM
ALARM MUST SOUND
WHEN BACKING, OPERATOR
MUST MAKE CERTAIN ALARM
IS WORKING BEFORE
OPERATING THIS VEHICLE

CAUTION

USE CROSS VIEW MIRRORS TO VIEW
PEDESTRIANS WHILE BUS IS STOPPED.
DO NOT USE THESE MIRRORS TO VIEW
TRAFFIC WHILE BUS IS MOVING. IMAGES
IN SUCH MIRRORS DO NOT ACCURATELY
SHOW ANOTHER VEHICLE'S LOCATION
(REF. FMVSS. 111)

**FOR PASSANGERS SAFETY
FEDERAL LAW PROHIBITS
OPERATION OF THIS BUS WHILE
ANYONE IS STANDING FORWARD
OF THE WHITE LINE**

WARNING

DO NOT OPERATE THE BUS
WITH AN AIR PRESSURE
BELOW 100 PSI

ATTENTION

THIS VEHICLE IS FITTED WITH AN
ADVANCED HVAC SYSTEM
TO ENSURE MAXIMUM PASSENGER
COMFORT, KEEP THE DOOR CLOSED

ATTENTION

ESTE VEHÍCULO TIENE UN SISTEMA DE
CLIMATIZACIÓN AVANZADO. PARA GARANTIZAR
EL MÁXIMO CONFORT DE LOS PASAJEROS,
MANTENGA LA PUERTA CERRADA

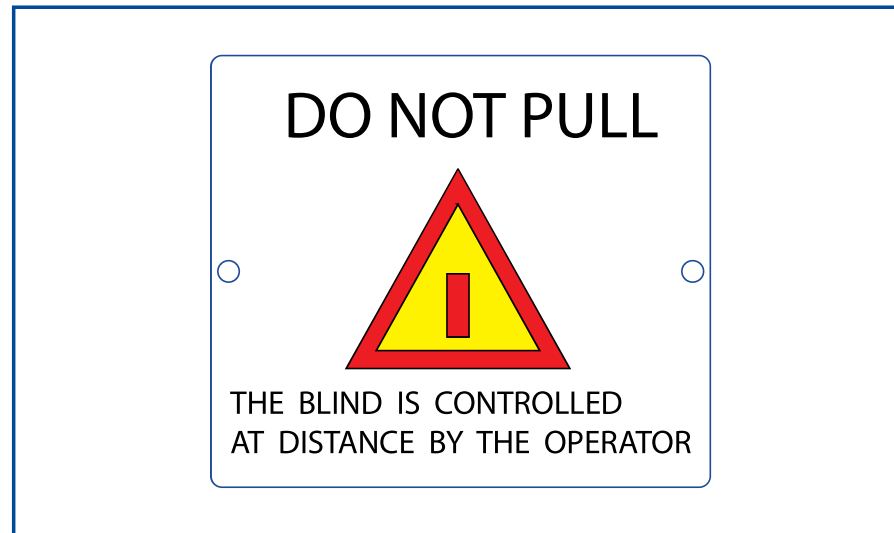
HAND BRAKE RELEASE
USE TEMPORARY ONLY
DURING BRAKE FAILURE

PRESS BRAKE PEDAL
BEFORE SELECTING GEAR

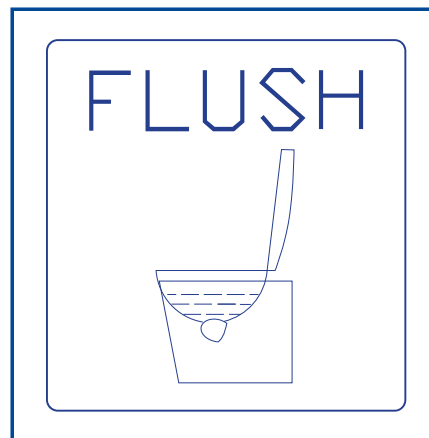
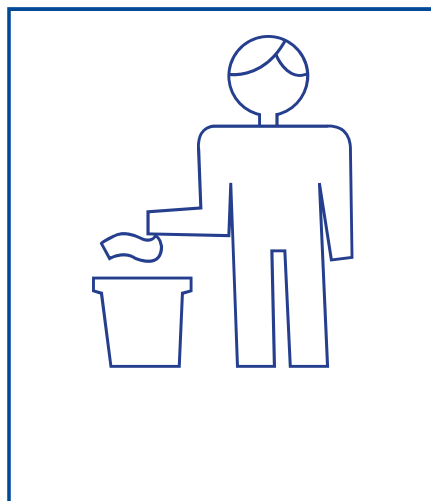


Use of
electronic equipment
in the proximity of the shifter
may cause malfunction

1.3 Warning Labels and Warning Signs

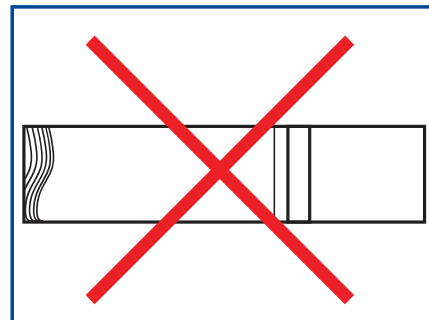
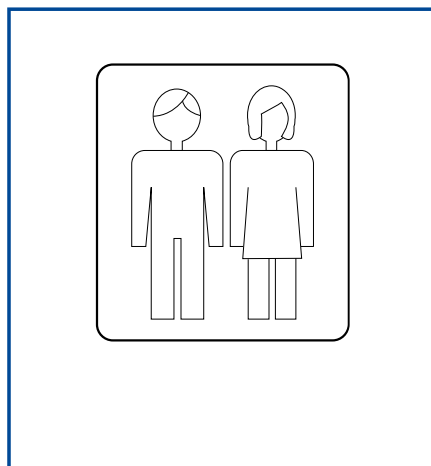


1.3 Warning Labels and Warning Signs



**DO NOT USE
THIS AREA FOR
STORAGE**

**PULL THE HANDLE
TO RELEASE
THE BUMPER**



**THE TANK CANNOT BE FILLED
WITH A QUANTITY OF FUEL
THAT EXCEEDS 95%
OF THE TANK VOLUME.
THE LEGAL CAPAC**

1.3 Warning Labels and Warning Signs



IMPORTANT

SERVICE INFORMATION
USE REFRIGERANT
R-134a ONLY

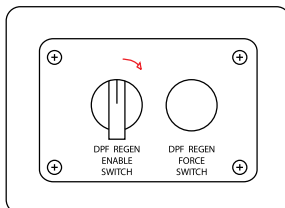
The System Contains R-134a Refrigerant
IN CONJUNCTION WITH A POLYOL ESTER LUBRICANT
SERVICE BY CERTIFIED TECHNICIAN ONLY

Lavatory waste must be disposed of into
appropriate and approved Disposal or Dump



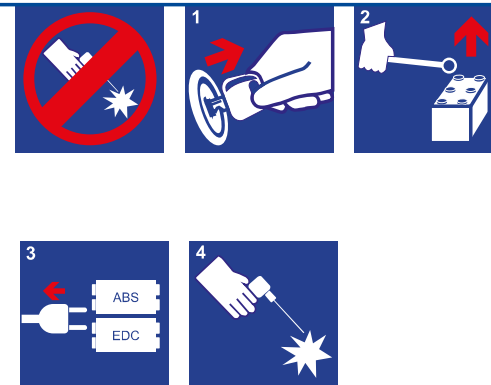
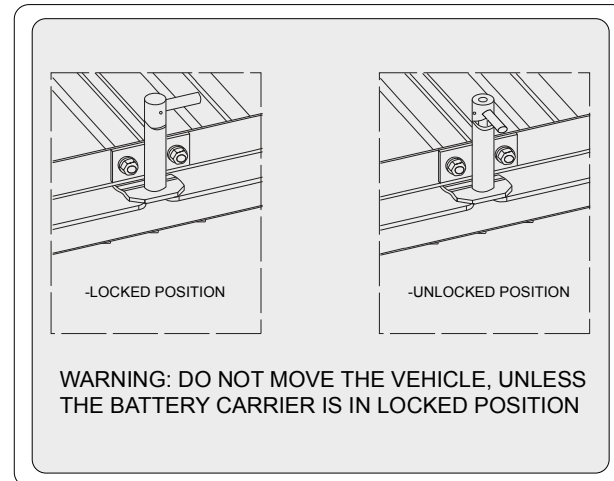
Stations only.

Failure to do so may result in serious criminal
and/or civil fines, penalties and/or incarceration

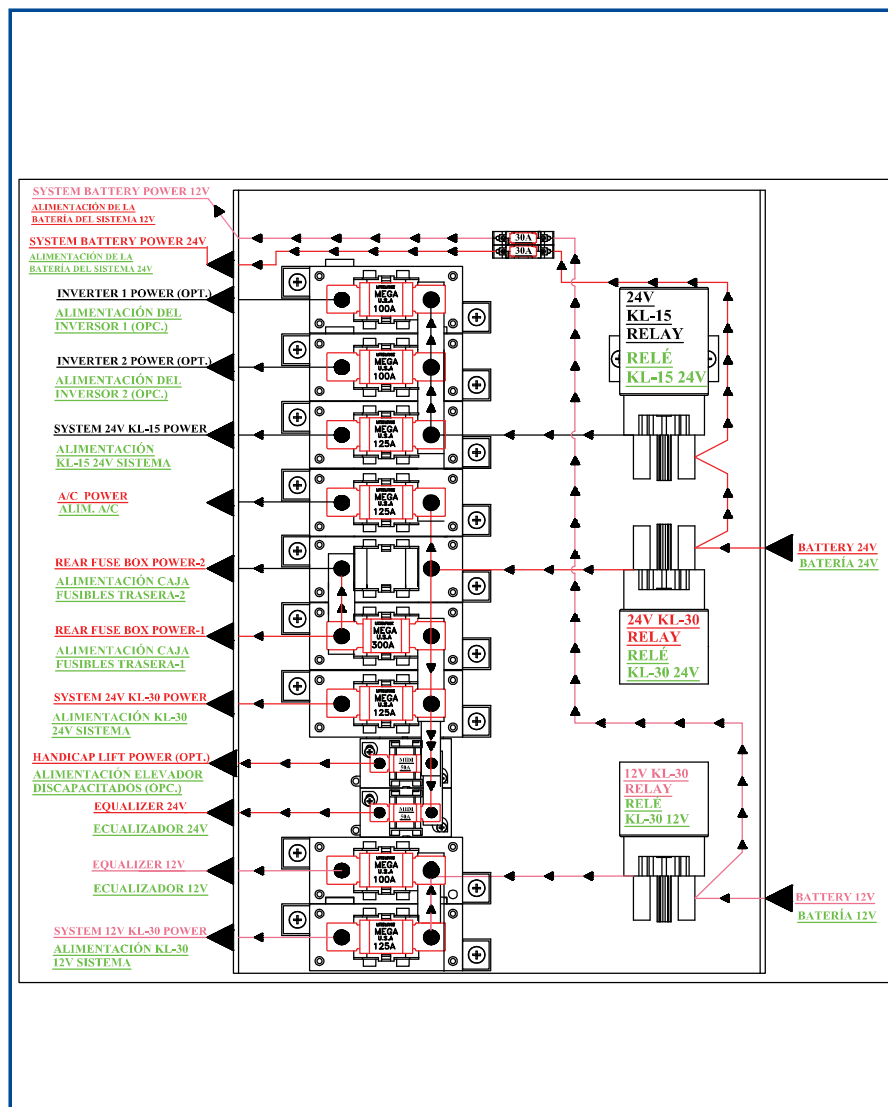
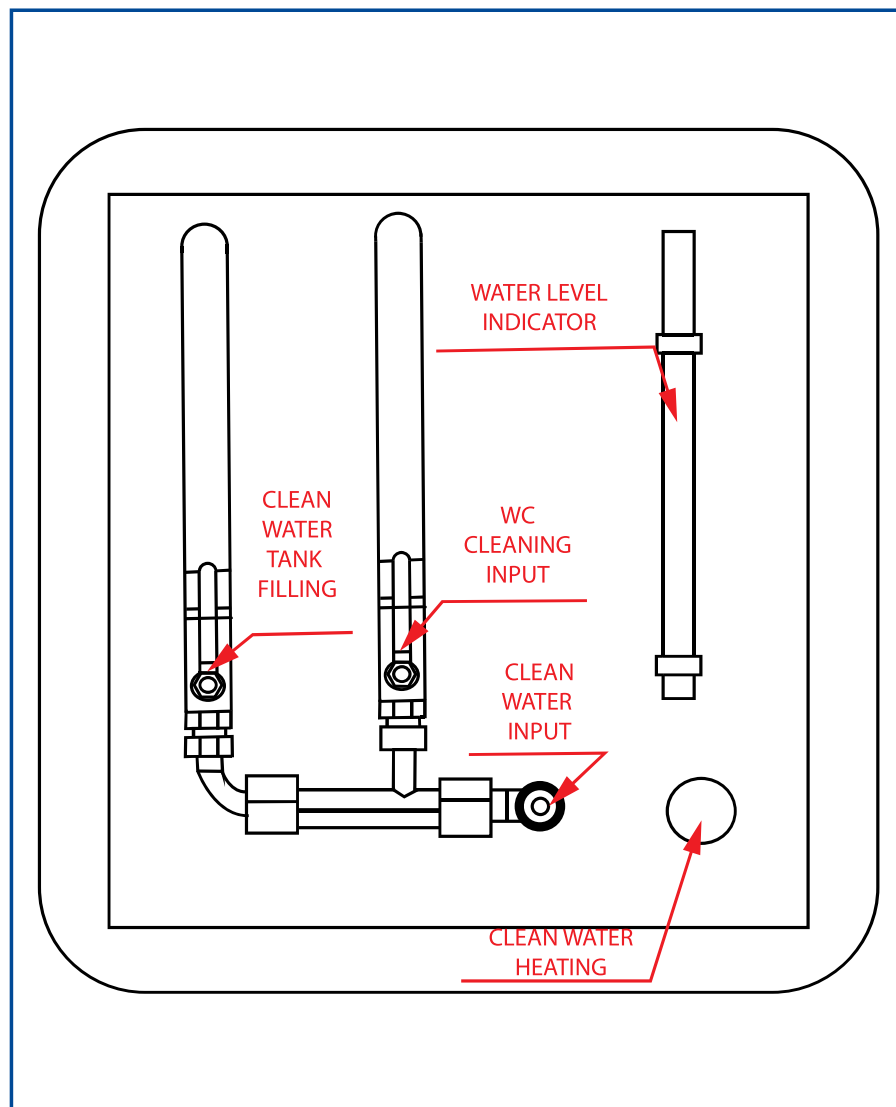


ATTENTION

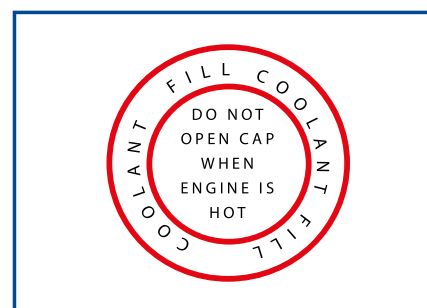
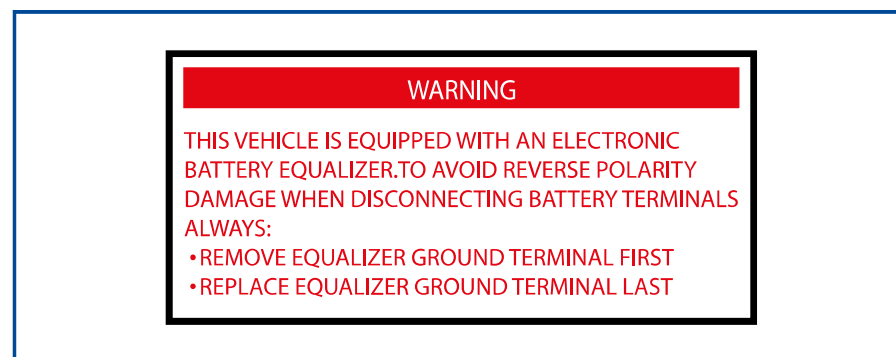
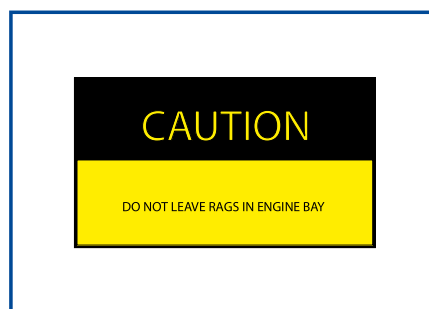
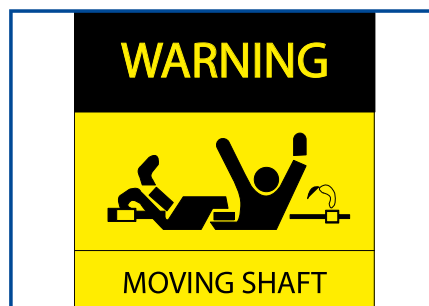
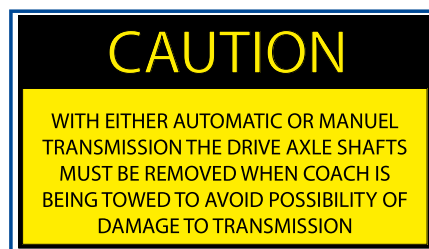
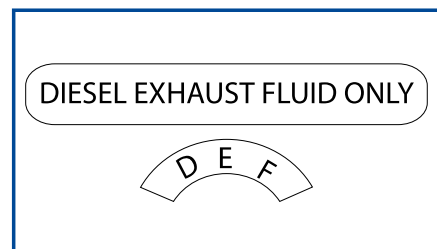
EXCEPT FOR EMERGENCY CONDITIONS
BATTERY MAIN SWITCH
CAN ONLY BE TURNED-OFF
AFTER 2 MINUTES OF TURNING
THE IGNITION KEY OFF



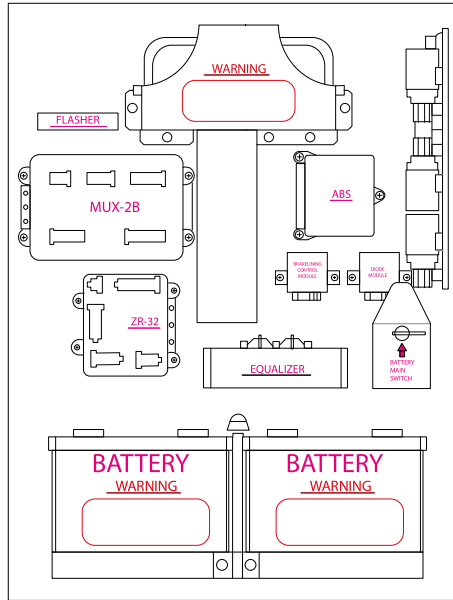
1.3 Warning Labels and Warning Signs



1.3 Warning Labels and Warning Signs



1.3 Warning Labels and Warning Signs



VEHICLE EMISSION CONTROL INFORMATION

Manufactured by Temsa Skoda Sabanci Ulasim Araclari Anonim Sirketi (TEMSA)

Vehicle Model: TS30, TS35

Subcategory: Diesel/ Medium HDV/ Regional

Vehicle MY: 2025

Emission Control Systems: WR, LRRRA

Vehicle Family: STEM2VOCVTS3

THIS VEHICLE WAS CERTIFIED AS A VOCATIONAL VEHICLE USING THE PRIMARY STANDARDS OF 40 CFR PART 1037.105(B). THIS VEHICLE COMPLIES WITH U.S EPA REGULATIONS FOR MODEL YEAR 2025 HEAVY-DUTY VEHICLES.



TEMSA

NO FUEL-FIRED HEATERS MAY BE INSTALLED

www.Temsa.com

WARNING

DO NOT WORK IN THIS ENGINE COMPARTMENT WHILE ENGINE IS RUNNING. BE SURE STOPPING THE ENGINE BEFORE WORKING IN THIS AREA.

STAND CLEAR OF EXHAUST AND BELTS WHEN REAR STATING.

CAUTION

WITH EITHER AUTOMATIC OR MANUEL TRANSMISSION THE DRIVER AXLE SHAFTS MUST BE REMOVED WHEN COACH IS BEING TOWED TO AVOID POSSIBILITY OF DAMAGE TO TRANSMISSION



1.4 Usage of Heater

The heater must not be operated in the following conditions and locations:



**FIRE RISK /
FLAMMABLE
SUBSTANCES**

- At filling stations and other refueling points.
- If the heater or its exhaust outlet is in locations where flammable vapors or dust may form (e.g. close to fuel, coal, wood dust or cereal storage facilities).
- If the heater or its exhaust outlet is located close to inflammable materials for example dry grass and leaves, cartons, paper etc.
- In enclosed areas (e.g. garages, hall without a suck off facility), not even if the digital timer or Tele Start is used.
- If the exhaust outlet of the heater is partial or fully obstructed (e.g. by soil or snow, as it may occur while move the vehicle backwards).



02

VEHICLE INFORMATION

- 2.1 Vehicle Certification Plate
- 2.2 Vehicle Specifications
- 2.3 Instrument & Control Panels
 - 2.3.1 Left Control Panel
 - 2.3.2 Instrument Panel
 - 2.3.3 Steering Wheel Control Group
 - 2.3.4 Lateral Control Panel
 - 2.3.5 Right Control Panel
 - 2.3.6 Lane Departure Warning (LDW)
- 2.4 Keys

2.1 Vehicle Certification Plate (Location)

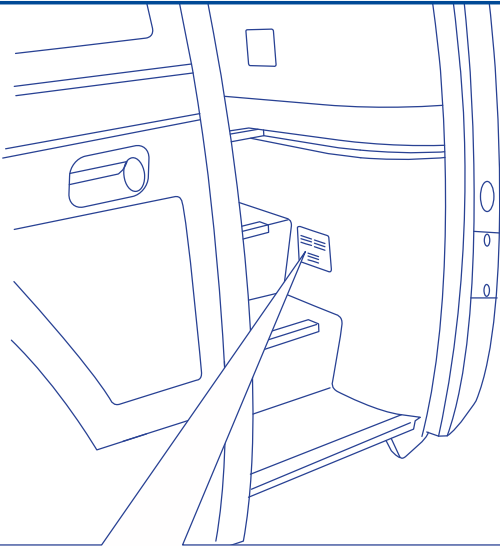
Vehicle certification plate is located on the area shown in the illustration.

**INFORMATION**

Information on the label enables faster road assistance and spare parts services.

**WARNING**

Do not remove, deface or cover the certification plate.



MANUFACTURED BY/FABRICADO POR: TEMSA SKODA SABANCI ULASIM ARAÇLARI A.Ş.						
DATE OF MANUFACTURE /FECHA DE FABRICACIÓN :MO./MES				YR. / AÑO		
MODEL / MODELO : TS 35		TYPE/TIPO:BUS/AUTOBÚS				
VIN:		PROD.NO. / NÚM. PROD.:				
ENG.NO. / NÚM DE MOTOR :		DPF NO. / NÚM FAP:				
GVWR / PESO BRUTO :		Kg(lb)				
GAWR FRONT/PEPE DELANTERO :		Kg(lb)		TIRE/NEUMÁTICO	RIM/LLANTA	COLD / FRÍO SINGLE/SIMPLE KPA (PSI)
GAWR REAR/PEPE TRASERO :		Kg(lb)		TIRE/NEUMÁTICO	RIM/LLANTA	COLD / FRÍO SINGLE/SIMPLE KPA (PSI)
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE. ESTE VEHÍCULO CUMPLE CON TODAS LAS NORMATIVAS ESTADOUNIDENSES SOBRE SEGURIDAD DE VEHICULOS MOTORIZADOS EN VIGOR EN LA FECHA DE FABRICACIÓN MOSTRADA MÁS ARRIBA.						

2.2 Vehicle Specifications

Weight and Capacity	
Gross Vehicle Weight	18000 kg / 39683 lbs
Ure Tank	37 lt / 10 gal
Fuel Tank	582 lt / 154 gal
Luggage compartment	6 m ³ / 215 ft ³

Tires and Rims	
Tires 315/80R22,5	7xCON.COAC.HA3 M+S 315/80R22,5
Rims	7x ALCOA DURA-BRIGHT 9x22,5 7x STEEL RIM 7.00x22.5
Tire Pressure Values	
Front	775 kPa (112,4 psi)
Rear	775 kPa (112,4 psi)

Engine (EPA24/CARB24 CUMMINS)		Transmission
Model	EPA24/CARB24 CUMMINS 360HP L9	OTOM ALLISON B500

Engine (EPA24/CARB24 CUMMINS)		Transmission
Model	CUMMINS 360HP	B500

Engine	Maximum Power (Hp)	Maximum Torque (lb-ft/rpm)
CUMMINS 360HP ISB	360 HP	946 lb-ft / 2000 rpm

Performance	
Max. Speed	72 mil/h / 120 km/h
Turning Circle	62,8 ft / 17782 mm

Suspension	
Front	Stabilizer
	2 shock absorbers
Rear	Stabilizer
	4 shock absorbers

2.2 Vehicle Specifications

Dimensions	
Length	35 ft / 10668 mm
Width	100 inch / 2550 mm
Height	11'54" inch / 3520 mm
Interior Saloon Height	81,88 inch / 2080 mm
Front Track Width	81.9 inch / 2080 mm
Rear Track Width	123 inch / 3124 mm
Wheelbase	218,11 inch / 5540 mm
Front Extension	82,12 inch / 2086 mm
Rear Extension	123 inch / 3125 mm



2.3 Instrument and Control Panels

2.3.1 Left Control Panel

2.3.2 Instrument Panel

2.3.3 Steering Wheel Control Group

2.3.4 Lateral Control Panel

2.3.5 Right Control Panel

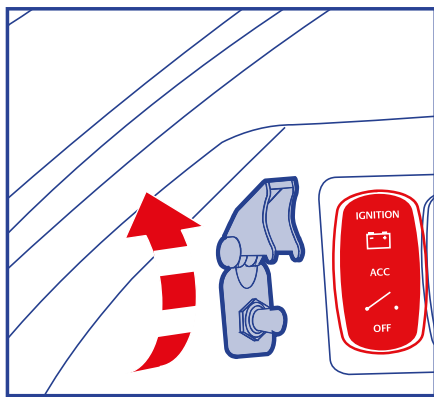


2.3.1 Left Control Panel



Emergency Stop Switch

Lift up the red protection cap and activate the switch.



WARNING

Never use “emergency stop switch” while driving. Use only when the vehicle is stationary and parking brake is activated.



INFORMATION

Closing the red cover cap pushes the switch forward and holds it in position.

Switching off the Engine by Emergency Stop Switch

When the switch is activated, the engine stops, gear is engaged into neutral automatically, hazard warning flashers start flashing aisle illumination lamps, and step lamps active. None of the brake units apart from the foot brake, can be used until the switch is released.

Reset the switch by switching it back to its original position.



Central Locking Switch

Press lower side of the switch to lock all luggage hatches. To unlock, press upper side of the switch.



WARNING

Central locking system cannot open/close luggage hatches. It is used for only locking/unlocking.



INFORMATION

Except for “Emergency Stop Switch”, all switches except “Central Locking Switch” and “Dimmer Switch” stated in this section have LED's on them which indicate that function is on or off.

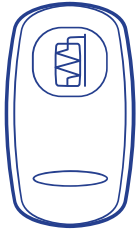
Only luggage hatches are locked/unlocked by the central locking system. Other hatches cannot be locked/unlocked by central locking system.



ACC Switch

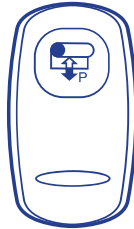
Activates and deactivates the battery main switch. Push the upper side to active energy from battery to electrical system. Push the lower side to switch for deactivate the battery and stop the engine.

2.3.1 Left Control Panel



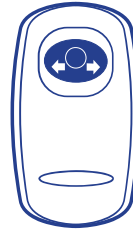
Mirror Heating Switch

Press upper side of the switch to activate rear view mirror heater. When it is activated, the heater inside the mirror operates for only 10 minutes. Pressing again this switch within 10 minutes, deactivates the mirror heating system.



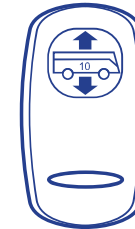
Blind Right Switch

Press upper side of the switch to move the sun visor upwards. Press lower side of the switch to move it downwards.



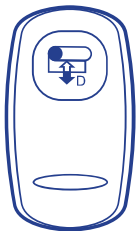
Steering Control Switch

Press upper side of the switch to release steering wheel lock mechanism.



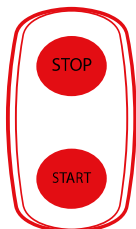
Kneeling Lifting Control Switch

Press lower side of the switch to perform kneeling function.



Blind Left Switch

Press upper side of the switch to move the sun visor upwards. Press lower side of the switch to move it downwards.



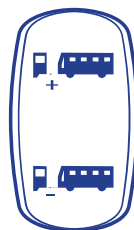
Start-Stop Switch

Runs and stops the engine.



WARNING

Using passenger side sun visor limits the driver's view on the right rear view mirror. It may cause accidents.



VEHICLE DISTANCE MODE

Vehicle distance mode active on and off switch. ACC is an autonomous system.

This system allows following the vehicle in front with the speed set by the driver. Driver may set the follow up distance with the vehicle in front.



WARNING

- Steering wheel adjustment must only be performed when the vehicle is stationary and the parking brake is activated.
- Never drive before locking the mechanism again.



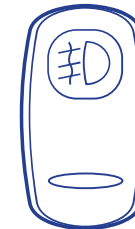
ASR Disable Switch

Deactivates ASR (Acceleration Slip Regulation) System.



INFORMATION

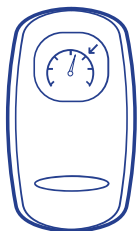
- Front body height decreases as long as the lower side of the switch is pressed.
- Press upper side of the switch to increase front body height.



Front Fog Lamp

Push button to turn front fog lamps on. Press once again to turn them off.

2.3.1 Left Control Panel



Cruise Control Switch

Activates cruise control function. So the “cruise control level” switch can be used.

Cruise Control

Enables constant speed (depending on the engine and braking power) without pressing accelerator pedal.



WARNING

- When cruise control function is deactivated, vehicle slows down unless accelerator pedal is pressed.
- Never use cruise control on wintry road conditions, slippery roads or in heavy traffic.
- When the ignition is switched off cruise values are deleted.

Cruise Control Activating

Press upper or lower side of cruise control level switch to activate cruise control.



INFORMATION

- Press upper side of “cruise control switch” to activate “cruise control level switch”.
- Cruise control can be activated within speed range of 20 mil/h and 75 mil/h.
- Move your foot from the accelerator pedal before pressing cruise control switch.

Accelerating or Deceleration

Press upper side of cruise control level switch to accelerate; press lower side of the switch to decelerate.

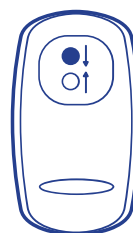
Deactivating

Press lower side of cruise control switch to deactivate.



INFORMATION

Cruise control is deactivated when service brake is applied or engine brake is activated.



Cruise Control Adjust Switch

Increases or decreases stabilized speed value.



Engine Brake On/Off Switch

Press upper side of the switch to activate “Engine Brake Level” switch.



INFORMATION

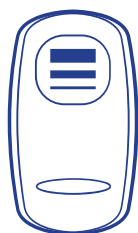
To activate engine brake level switch, first press upper side of the engine brake switch.



Lift Active Switch (Optional)

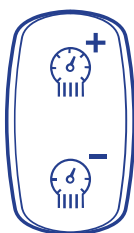
Press upper side of the switch to activate lift mechanism. See page 89 for more information about lift mechanism.

2.3.1 Left Control Panel



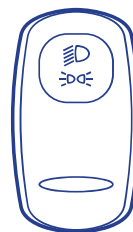
Engine Brake Level Switch

Switch has three levels. Press button to adjust engine brake level.



Dimmer Switch

Press upper side of the switch to increase illumination of instrument panel.



Low Beam Clearance Switch

This switch has three levels. Press button to turn on parking lamps and low beam headlamps.



INFORMATION

1st Position: Provides maximum engine brake power.

2nd Position: Provides less than 1st position engine brake power.

3rd Position: Provides minimum engine brake power.



INFORMATION

To illuminate instrument panel, parking light switch must be activated.

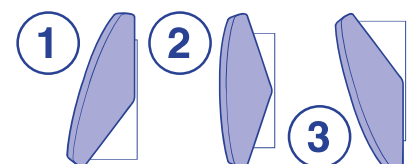
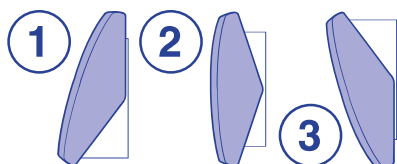


INFORMATION

1st Position: Parking lamps and low beam headlamps are on.

2nd Position: Parking lamps are on.

3rd Position: Parking lamps and low beam headlamps are off.



2.3.1 Left Control Panel

Automatic Transmission Control Panel



Your vehicle is equipped with transmission of six forward gears and a reverse gear. For more information, see also page 146.



OPTION

Automatic transmission model varies according to customer requirements.



Economic and powerful drive mode selection switch.



Upshift switch



Downshift switch



Forward gear switch



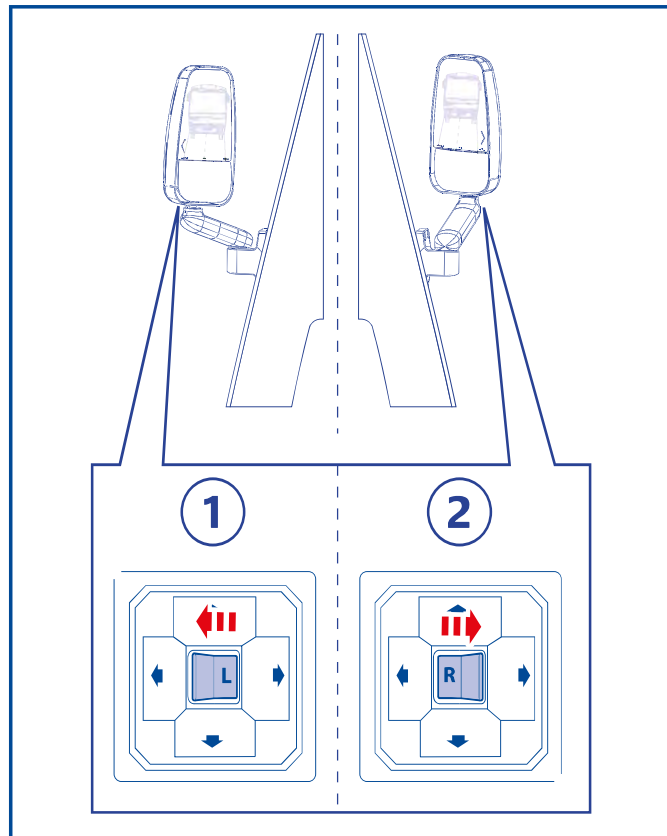
Neutral gear switch



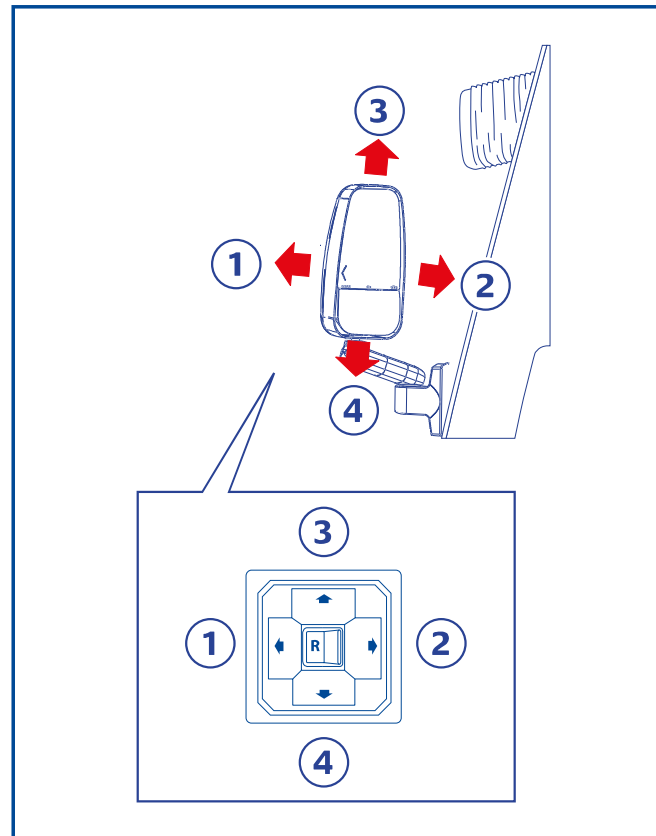
Reverse gear switch

2.3.1 Left Control Panel

Mirror Control Switch



- 1 Left Rear View Mirror
- 2 Right Rear View Mirror



- 1 Left
- 2 Right
- 3 Up
- 4 Down



Press the switch to activate rear view mirror heater. When it is activated, the heater inside the mirror operates for only 10 minutes. Pressing again this switch within 10 minutes, deactivates the mirror heating system.



OPTION

Rear view mirrors may vary according to customers request.

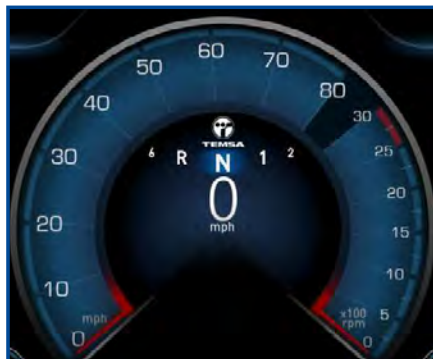
Adjust position of the bottom mirror by using the switch. Mirror moves in the same direction as the arrows on the switch.

Rotate the switch to select left or right mirror. The Upper mirror can be adjusted manually.

2.3.2 Instrument Panel



Speedometer and Tachometer



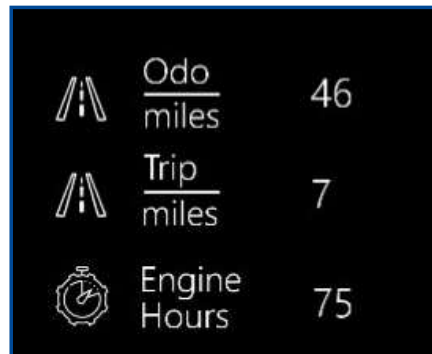
It shows the current speed of the vehicle and also the tachometer. By selecting type 2 in the settings, you can display only the tachometer in the center of the main screen.



VISUAL INSPECTION

Check revolution counter regularly during driving. Avoid exceeding revolution value of 2300 rpm.

Dashboard Information and Descriptions



1. Odo miles (Odometer - miles)
 - Shows how far the vehicle has traveled in total.
2. Trip miles (Trip distance - miles)
 - Trip distance. Shows how many miles have been traveled for a given trip.
3. Engine Hours (Engine running time - hours)
 - Shows the total number of hours the engine has been running.

Fuel Indicator



1. Fuel level indicator (indicated in %)
 - Indicates the fuel level, 100% full, 0% empty.
2. DEF (Diesel Exhaust Fluid) indicator
 - DEF fluid fill rate

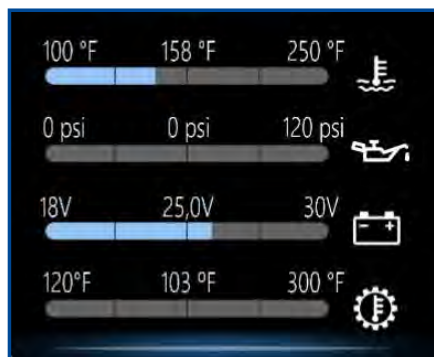


VISUAL INSPECTION

Check fuel level regularly during driving.

2.3.2 Instrument Panel

System Values



1. Engine Water Temperature Indicator (°F)

- This gauge shows the temperature of the engine coolant in Fahrenheit (°F). It is important to follow the set temperature ranges to prevent the engine from overheating. If the temperature rises abnormally, check the engine cooling system.

2. Engine Oil Pressure Gauge

- This gauge shows the pressure of the engine oil. The oil pressure must be at a certain level for the engine to function properly. Low oil pressure can cause wear and damage to the engine due to insufficient lubrication.

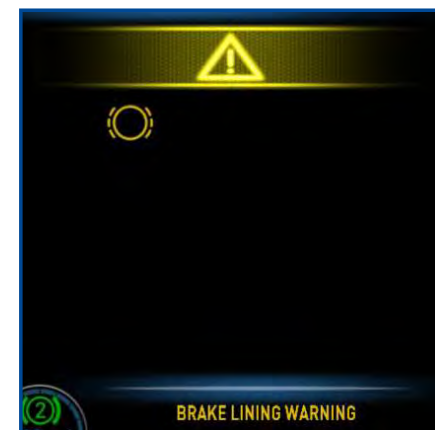
3. Battery Voltage Indicator

- This indicator shows the current voltage level of the vehicle battery. If the battery voltage is too low, there may be a problem with the charging system or the battery may be weak. In such cases, contact an authorized TEMSA service center.

4. Transmission Fluid Temperature Indicator (°F)

- This gauge shows the temperature of the transmission fluid in Fahrenheit (°F). Overheating of the transmission fluid can cause harsh shifting or damage to the system. Make sure the transmission fluid is within the ideal temperature range.

Warning Panel



The warning panel informs the driver about the vehicle's operating status, faults and software. It is displayed separately on the left and right side of the instrument panel. On the left side, when doors or hatches are open, an image of the vehicle is displayed to show which door/ hatch is open. On the right side, the pictogram and a description of the fault are displayed in text format.

Turn the ignition switch to position "2" to operate the warning panel.



INFORMATION

Adjust warning panel brightness for a clear visibility by using Dimmer Switch located on left control panel. (See also page 35)

2.3.2 Instrument Panel

Warning Panel



Front door open warning



Fire warning (locations 1)



Fire warning (locations 2)



Lift passenger door open warning



Lift compartment door open warning



Engine lid open warning

2.3.2 Instrument Panel

Display



Use the menu selection buttons to switch between pages and increase/decrease the screen brightness.

Select - : Decreases the screen brightness.

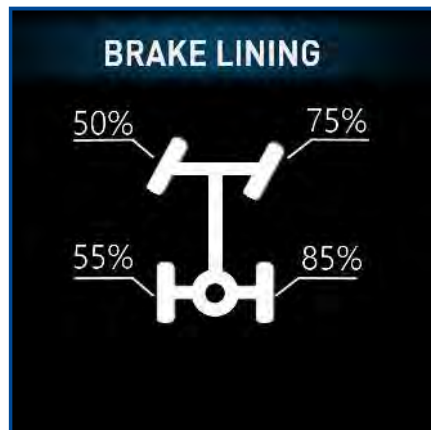
Menu Up : Navigates to the system values, brake pad, warning panel, settings menu, tire pressure, diagnostic menu sections of the warning panel on the right side, respectively.

Menu Down : Used to rewind the order of the warning panel on the right side.

Select + : Increases the screen brightness.

42|TS 35

Brake Lining Screen



To access this screen, press the "Menu up/Menu down" button until the screen appears.

Front left, front right, rear left, rear right and additional axle right and left brake pad levels are displayed in this menu.



INFORMATION

Accuracy rating of brake lining sensor is %5.

2.3.2 Instrument Panel

Driving Menu



" Tap select + to switch to the settings menu " When you see this text, touch the rightmost touch button on the instrument panel.

Language



You can select the language using the touch buttons on the instrument panel by looking at the arrows below.

Units



If you use the Up and Down arrow touch keys, you can change the country units used for USA and CA (Canada).

Sound Volume



If you use the Up and Down arrow touch buttons, you can adjust the level of the vehicle's warning sounds such as right, left turn signal sounds, etc. At the same time, if you press the touch button indicated by the leftmost arrow, it returns to the previous menu.

Screen Style

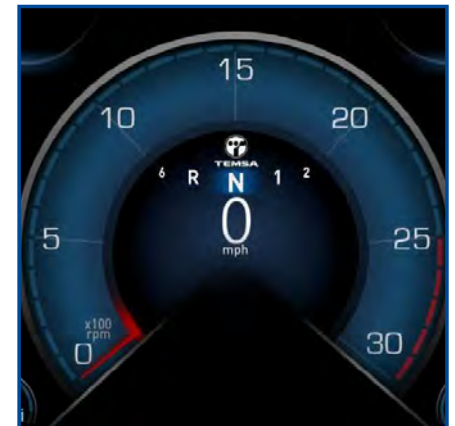


If you want both the Speedometer and Tachometer to be displayed on the driving screen, you can select Type 1. If you want only the Tachometer to be displayed, you can select Type 2 using the up and down arrow touch buttons and press the touch button on the back arrow icon to exit the settings.

Type 1



Type 2



2.3.2 Instrument Panel

Diagnostic Menu

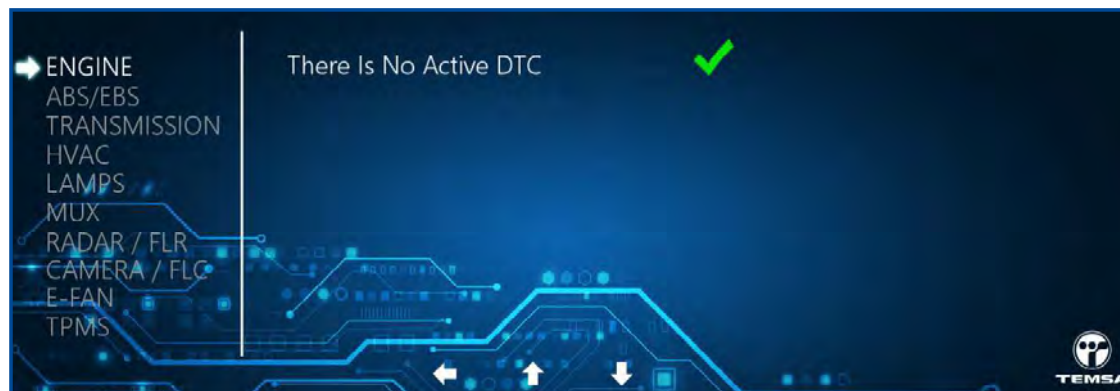


“ Tap select + to switch to the settings menu “ When you see this text, touch the rightmost touch button on the instrument panel.

The DTC display is used to notify the driver of malfunctions in the engine, transmission, brakes, electronic systems and other critical components of the vehicle.

The DTC display shows fault codes from the vehicle’s sensors and indicates whether there is a fault in the system.

If a fault code is displayed, it usually indicates a problem with a specific component.



2.3.2 Instrument Panel

Main Warning Panel



Engine Coolant Level Low



Brake Lining Warning



Transmission Failure



Retarder Oil Temp High



DPF Regeneration Inhibited



Range Inhibited



Service Transmission



Coolant Temperature High



Battery Voltage Low



Cooling Water Fan Failure



Fuel Level Low



Diesel Exhaust Fluid (DEF) Low



Air Filter Warning



DPF Regen Active



Low Oil Level Warning



Waste Tank Full



Engine Stop Switch Active



Lighting System failure



Drain Fuel Filter



Handicapped Lift Activated



Yellow warning lamp
Lights up in addition to any warning lamp.

When the lamp is on, it is advised not to continue to driving. Take the necessary actions immediately for the corresponding warning lamp.



Water in Fuel Warning



Engine Oil Temperature High Warning



Diesel Particulate Filter Warning



Mux System Warning



Advanced Emergency Brake System Warning



Radar Warning



Lane Departure Camera Warning

2.3.2 Instrument Panel

Main Warning Panel



Warning lamp
Lights up in addition to any warning lamp. Stop the vehicle immediately and consult authorized TEMSA Service.



Seat Belt Warning



Front Brake Air Tank Pressure Low



Transmission Failure



Battery Voltage Too Low



Fire Warning



Engine Coolant Temperature Too High



Engine Oil Temperature Too High



Alternator Failure



Front Door Air Pressure Low



Fire Extinguisher System Warning



Engine Oil Pressure Too Low



Mux System Failure



WC Smoke Detected



Front Brake Air Tank Pressure Low



WC Emergency Button Active



Diesel Particulate Filter Failure (Too High Soot Level)

2.3.2 Instrument Panel

Main Warning Panel



Front Fog Light Active



Position Lights Active



Front Brake Air Tank Pressure Normal



Rear Brake Air Tank Pressure Normal



Tire pressure monitoring system



Brake Pedal Active (Canada Option Stop)



Halt Brake Active



Engine Brake Level 1



Foot Retarder Disable Switch Active



Retarder Active



Gear Indicator
(N,R,1,2,3,4,5,6)



Wheelchair Lift Switch Active



ASR Disable Switch Active



Diesel Preheating Active



Central Unlock Switch Active



Adaptive Cruise Control (ACC) Active



Kneeling&Lifting Active



Hill holder Active



Lane Departure Warning System (LDWS) Active



Mirror Heating Active



Air Conditioner Active (Cool)



Interior Heating Active

2.3.2 Instrument Panel

Icon	Warning Text	Error Explanation	Main Warning Panel Lamp Status	Voice Status
	Cooling Water Hot	Engine temperature is high. Engine is overheating.	Warning Lamp I (Red)	Available
	Engine Compartment Lid Open	Engine lid is open.	Warning Lamp II (Yellow)	Unavailable
	Oil Pressure Low	Engine oil pressure is low or too low. Lubricating oil level is above or below specification.	Warning Lamp I (Red)	Available
	Transmission Temperature Warning	Transmission temperature is high. Transmission is overheating.	Warning Lamp II (Yellow)	Unavailable
	Fault Gearbox	General gearbox error	Warning Lamp II (Yellow)	Unavailable
	Engine	Serious failure on engine.	Warning Lamp I (Red) Warning Lamp II (Yellow)	Unavailable
	Engine Stopped	Engine stop warning. Engine needs to be serviced at the first available opportunity.	Warning Lamp I (Red)	Unavailable

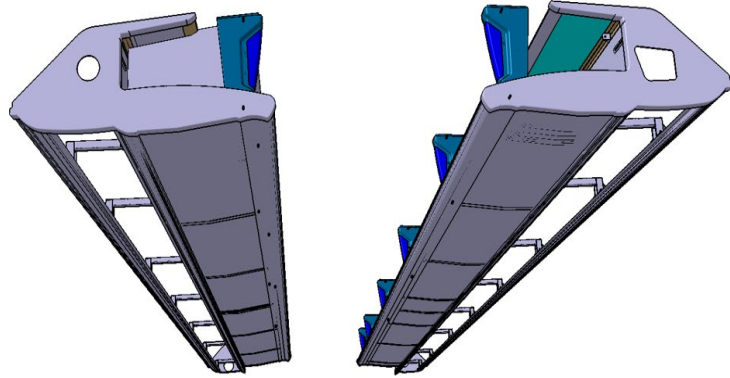
2.3.2 Instrument Panel

Icon	Warning Text	Error Explanation	Main Warning Panel Lamp Status	Voice Status
	Electric Drive Fault 1 Alternator Down	Alternator 1 is not charging or insufficient charging	Warning Lamp II (Yellow)	Unavailable
	Electric Drive Fault All Alternators Down	Alternators are not charging or insufficient charging	Warning Lamp II (Yellow)	Unavailable
	Fire Warning	Fire breakout on vehicle.	Warning Lamp I (Red)	Available
	No Battery Charge Voltage Low	Battery voltage is under 23 V.	Warning Lamp I (Red)	Unavailable
	Cooling Water Low Check Level	Engine coolant level is low.	Warning Lamp II (Yellow)	Available
	Luggage Compartment	Luggage compartment lid is open.	Warning Lamp II (Yellow)	Unavailable
	Air Pressure Low Front Brake	Front axle pressure is low.	Warning Lamp I (Red)	Available

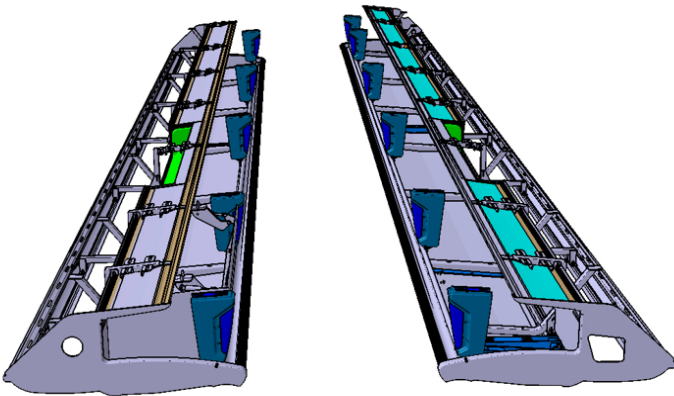
2.3.2 Instrument Panel

Icon	Warning Text	Error Explanation	Main Warning Panel Lamp Status	Voice Status
	Air Pressure Low Rear Brake	Rear axle pressure is low.	Warning Lamp I (Red)	Available
	Front Door Air Pressure Low	Front door air pressure is low.	Warning Lamp II (Yellow)	Unavailable
	Front Brake Air Pressure High	Front axle pressure is high.	Warning Lamp I (Red)	Available
	Rear Brake Air Pressure High	Rear axle pressure is high.	Warning Lamp I (Red)	Available
	Brake Lining Insufficient Check Diagnostic	Brake linings failure.	Warning Lamp I (Yellow)	Unavailable
	Service Air Filter	Air filter warning.	Warning Lamp II (Yellow)	Unavailable
	WC Emergency Warning	Toilet emergency button pressed.	Warning Lamp I (Red)	Available

HAPPICH Group GmbH
AIR DUCT & LUGGAGE RACK
SYSTEMS

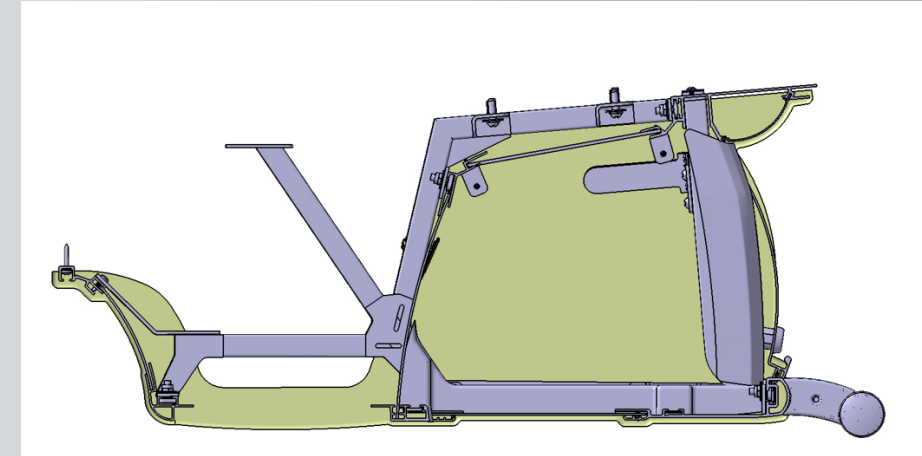
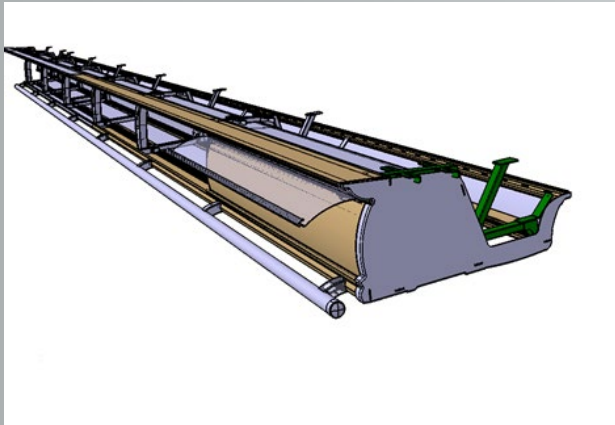


- ENHANCED CONNECTION AND ASSEMBLY DETAILS WITH INCREASED RESISTANCE TO VIBRATION AND ROAD CONDITIONS
- AIR DUCT WEIGHT TS30 180 KG
- AIR DUCT WEIGHT TS35 240 KG
- DURABLE, AESTHETIC AND AVAILABLE IN VARIOUS COLORS WITH ABS
- LOW NOISE (NVH) WITH INSULATION
- ANODIZED ALUMINUM COATING FOR MAXIMUM CORROSION AND SCRATCH RESISTANCE
- HOMOGENEOUS, CONTINUOUS AND OPTIONAL COLOR LIGHTING
- FULLY FUNCTIONAL WITH FMVSS ROLL-OVER TEST REQUIREMENTS SUITABILITY



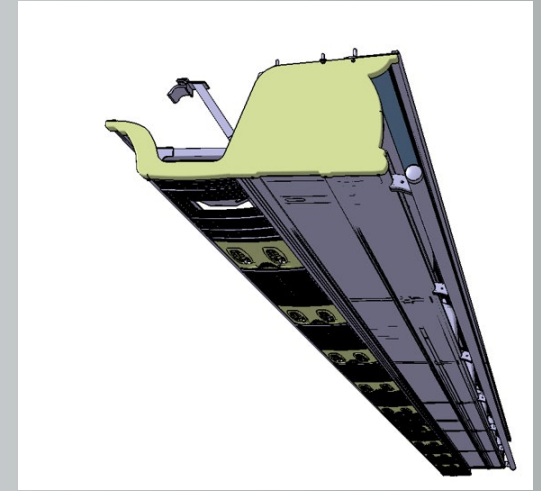


- ERGONOMIC DESIGN AND MINIMUM LOAD CAPACITY OF 30-35 KG/METER
- COMPLIANCE WITH AUTOMOTIVE STANDARDS AND FIRE RESISTANCE
- ADDITION OF REINFORCED STEEL LEGS INSIDE THE CARRIER RACK
- INCREASED STRENGTH WITH THE USE OF STEEL LEGS AND REINFORCEMENT BRACKETS IN THE ROOF CONNECTION
- USE OF ADDITIONAL EXTRUSION PROFILE FOR ABS CONNECTIONS





- MULTISSET USE IN DESIGN AND COLOR SUITABLE FOR VEHICLE GEOMETRY
- EVEN AND ADJUSTABLE AIR FLOW PER PASSENGER (25-35 M2/HOUR AIRFLOW)
- NOZZLE (DIFFUSER) RANGE 450-500 MM
- INTEGRATED APPLICATION OF READING LAMP, SERVICE BUTTON, VENTILATION NOZZLE, USB/CHARGING UNIT AND INFORMATION EQUIPMENT
- THE PLASTIC AND COATING MATERIALS USED ARE SUITABLE FOR HIGH TEMPERATURE RESISTANCE, UV RESISTANCE AND IMPACT RESISTANCE CRITERIA.





- CLEANABLE, SCRATCH-RESISTANT CEILING AND SIDE PANEL COVERING
- USE OF FABRIC IN PREFERRED COLORS AND PATTERNS
- INDUSTRIAL STRUCTURAL ADHESIVES USED IN BONDING PROCESSES; HIGH TEMPERATURE RESISTANCE, VIBRATION RESISTANCE
- SURFACE SMOOTHNESS, PEEL RESISTANCE, TEMPERATURE RESISTANCE AND VISUAL QUALITY CRITERIA
- AUTOMOTIVE-GRADE TECHNICAL FABRICS USED; PROVIDING ABRASION RESISTANCE, FLAME RETARDANT (FMVSS 302) AND LONG LIFE CRITERIA





Thank you for your time and attention.

WRITTEN NARRATIVE STATEMENT

Firm Qualifications, Expertise, and Experience

Submitted by: TEMSA — Skoda Sabancı Ulaşım Araçları A.Ş.

Bus and Transit Vehicle Procurement — U.S. Market Submission

1. EXECUTIVE SUMMARY

TEMSA is pleased to submit this Written Narrative Statement in response to the Request for Proposals (RFP) for Bus and Transit Vehicle Procurement. With over five decades of continuous manufacturing excellence, TEMSA stands as one of the world's foremost manufacturers of buses, midibuses, and light commercial vehicles. Operating under the joint partnership of Sabancı Holding and PPF Group (Škoda Transportation), TEMSA brings to this procurement a uniquely powerful combination of global manufacturing scale, proven North American market presence, internationally recognized quality certifications, and a forward-looking commitment to sustainable and electrified mobility solutions.

TEMSA is the only Turkish bus manufacturer actively operating in the U.S. coach market, with a dedicated product portfolio developed specifically for American transit requirements. The firm possesses the organizational capacity, technical infrastructure, financial stability, and operational expertise necessary to successfully fulfill the requirements of this contract.

2. FIRM OVERVIEW

Legal Name: TEMSA — Skoda Sabancı Ulaşım Araçları A.Ş.

Established: 1968, Adana, Türkiye

Ownership: Sabancı Holding & PPF Group (Škoda Transportation) — Joint Partnership

Headquarters: Adana, Türkiye

North America Operations: TEMSA North America, Inc.

Website: www.temsa.com | www.na.temsa.com

TEMSA was founded in 1968 under the umbrella of Sabancı Holding, one of Türkiye's largest and most prestigious conglomerates. Over the course of more than 55 years, the company has evolved from a domestic manufacturer into a globally recognized mobility solutions provider, with vehicles operating on four continents across 70 countries.

3. MANUFACTURING CAPACITY & INFRASTRUCTURE

TEMSA's state-of-the-art manufacturing facility in Adana, Türkiye spans 510,000 square meters and operates with a workforce of over 1,800 highly skilled employees. The facility's single-shift annual production capacity includes:

- 2,000 full-size buses
- 2,000 midibuses

- 6,000 light commercial trucks
- Total: up to 10,000 vehicles per year

4. NORTH AMERICAN MARKET EXPERTISE

TEMSA has developed a dedicated product portfolio tailored specifically for the North American market, reflecting the firm's deep understanding of U.S. federal and state transit standards, safety regulations, and passenger comfort expectations. TEMSA's U.S.-market coach portfolio currently includes:

- TS 30 — 30-foot motor coach
- TS 35 — 35-foot motor coach
- TS 45 — 45-foot motor coach
- TS 45 E — 45-foot motor coach (enhanced specification)

TEMSA maintains a sustained, long-term commercial commitment to the American transportation sector, with vehicles designed to meet the demanding operational requirements of U.S. transit authorities. The firm's dedicated North American division ensures localized support, parts availability, and technical service for all in-service vehicles.

5. QUALITY MANAGEMENT & CERTIFICATIONS

TEMSA's commitment to manufacturing excellence is validated by an extensive portfolio of internationally recognized quality, environmental, safety, and security certifications. All certificates are issued by accredited third-party certification bodies and are current and in full compliance.

Certificate	Standard	Scope	Status
ISO 9001:2015	Quality Mgmt. System	Full manufacturing operations	Current & Certified
ISO 14001:2015	Environmental Mgmt.	Environmental compliance	Current & Certified
ISO 45001:2018	Health & Safety Mgmt.	Workplace safety management	Current & Certified
ISO 50001:2018	Energy Mgmt. System	Energy efficiency & sustainability	Current & Certified
ISO 27001:2022	Information Security	Data and information security	Current & Certified
IATF 16949:2016	Automotive QMS	Automotive sector-specific quality	Current & Certified

The IATF 16949 certification is of particular significance, as it represents the highest level of quality management standard specific to the automotive manufacturing industry, demonstrating TEMSA's

adherence to the most rigorous production quality controls applicable to vehicle manufacturers globally. All quality certificates are provided as attachments to this submission.

6. RESEARCH, DEVELOPMENT & INNOVATION

TEMSA is recognized as a pioneer in vehicle technology and innovation. Key R&D accomplishments include:

- First company in Türkiye to establish a certified Research & Development Center.
- Developed Türkiye's first domestically produced electric bus in collaboration with ASELSAN, Türkiye's leading defense and electronics company.
- In 2022, TEMSA introduced Europe's first electric intercity coach, marking a historic milestone in zero-emission long-distance transportation.
- Maintains a portfolio of over ten zero-emission vehicle models.
- Designs and assembles battery packs in-house at its Adana facility, providing full vertical integration of its EV technology stack.
- Only battery pack manufacturer in Türkiye certified by Türk Loydu (IACS member) for maritime applications.

7. SUSTAINABILITY & CORPORATE RESPONSIBILITY

- Net-zero greenhouse gas emissions target by 2050, supported by a circular business model.
- Recognized on CDP's Climate Change and Supply Chain A List — one of the most prestigious global environmental performance rankings.
- Certified under ISO 14001:2015 (Environmental Management) and ISO 50001:2018 (Energy Management).
- Strict adherence to applicable labor regulations, occupational health and safety standards, and ethics compliance programs.
- Ethics and Compliance Program governing anti-bribery, conflict of interest, and supplier ethics policies.

8. GLOBAL FOOTPRINT & STRATEGIC PARTNERSHIPS

Key Export Markets

France, Germany, United Kingdom, Italy, Austria, Sweden, Belgium, Spain, Lithuania, United States, Canada, and multiple Turkic Republics.

Strategic Partnerships

- Sabancı Holding — One of Türkiye's largest and most diversified industrial conglomerates, providing institutional financial backing and global network access.
- PPF Group / Škoda Transportation — A leading European industrial and transportation group.

- ASELSAN — Strategic collaboration on electric vehicle technology and defense-grade electronics integration.
- Türk Loydu (IACS member) — Certification partnership for maritime battery applications.

9. AFTER-SALES SUPPORT & SERVICE COMMITMENT

- TEMSA Academy — Dedicated training center offering technical and operational training for driver and maintenance personnel.
- Roadside Assistance Program — Rapid-response support services for in-service vehicles.
- Original Parts Supply — Guaranteed parts availability through an authorized global network.
- Warranty Program — Standard vehicle warranty with options for extended service agreements.

TEMSA's North American service network is specifically structured to support U.S. transit operators with locally responsive technical assistance throughout the vehicle lifecycle.

10. CONCLUSION

TEMSA possesses the full spectrum of qualifications, certifications, manufacturing capacity, market experience, and organizational resources required to successfully execute this bus procurement contract. With an established, active presence in the U.S. coach market, TEMSA brings both global scale and localized American market knowledge to this opportunity.

The firm's internationally certified quality management systems, proven R&D capabilities, sustainability leadership, and robust after-sales support infrastructure collectively position TEMSA as a highly qualified, reliable, and forward-looking partner for U.S. public transit authorities.

TEMSA is fully committed to delivering vehicles that meet or exceed all technical specifications, regulatory requirements, and service expectations set forth in this Request for Proposals, and to maintaining a collaborative and transparent relationship with the contracting authority throughout the contract period.

For additional information, supporting documentation, or personnel resumes, please contact:

TEMSA North America, Inc.

Website: www.temsa.com | www.na.temsa.com



SALES QUOTE – TEMSA TS30

Account Name James Madison University
Billing Address Harrisonburg, Virginia 22807
United States
Contact Name Doug Judy

Quote Number 00001688
Created Date 5/19/2026
Created By Tim Guldin

GENERAL MEASUREMENT AND CAPACITY

Length	31'1"	Underfloor Luggage Volume	190 ft ³
Height	11'7"	Turning Radius	27'5"
Width	94.8"	GVWR	27,980 lbs
Interior Height	75.2"	Fuel Tank Capacity	80 US gal
Wheelbase	185"	DEF Tank Capacity	5 US gal
Front Overhang	74.3"	Passenger Capacity	34
Rear Overhang	114"		

STANDARD EQUIPMENT

Engine	Cummins B Series 6-Cylinder 6.7L Diesel (EPA 24)
Power/Torque	Max 250 hp@2,400 rpm / 660 lb-ft @1,600 rpm
Transmission	Allison B300
Body	Stainless Steel Monocoque Integral Structure
	Three-Piece Front and Rear Bumper
Front Axle	ZF RL EC independent, 11,023 lbs
Rear Axle	Dana 10.24R with 4.3 dif. ratio, 20,943 lbs
Baggage Doors	Aluminum, Pantograph Type
Wheels	19.5" Alcoa Dura-Bright Wheels
Tires	265/70R 19.5 Continental
Steering System	Power Steering System with Tilt and Telescopic Steering Wheel
Suspension	Independent Front Air Suspension with Air Bags and Shock Absorbers
	Full Lifting and Front Kneeling
Mirror	Chrome Upright Mirror w Integrated Turn Signals

BRAKES & SAFETY

Brakes	Bendix® ESP® System, All Wheel Disc Brakes
	Electronic Stability Control (ESC), Automatic Traction Control (ATC)
	Antilock Braking System (ABS)
Engine Brakes	Cummins VGT Engine Brake
Seating	3-Point Safety Seat Belts for Driver & Passengers
Fire Suppression System	Firetrace Engine Room Automatic Fire Suppression System
Warnings	Brake Pad Wearing Indicator, Low Voltage, Engine Door Open



SALES QUOTE – TEMSA TS30

Cruise Control

Cruise Control System

ELECTRICAL SYSTEMS

Electrical System	12-24 Volt, Continental Multiplex System, Digital Cluster
Battery	2x12 V 180Ah
Alternator	Prestolite 2X120 Ah
Lights	LED Headlights, DRL and Fog Light, LED Exterior & Interior Lighting
Diagnostics	Real-Time Diagnostics of Engine, Transmission, Multiplex, A/C System

INTERIOR

Restroom	Recirculating, with 16 Gallon Tank
Windows	Rear Window and Tempered Laminated Side Windows
Seating	34+1 Reclining Seats with Leather Headrest, Piping, Rubber Cub Holders for each seat
Driver Seat	ISRI™ Air Ride 3-Point Safety Belt
Passenger Modules	Adjustable Air Vents, Reading Lights, Speaker
Driver Shades	Electric Two-Piece Overlapping Sun Visor, Manual Driver Side Sun Visor
HVAC	Mobile Climate Control A/C Roof Cooling, Roof & Convector Heating Max Cooling Capacity 87,430 BTU, Max Heating Capacity 55,000 BTU
Dashboard	Full LCD Digital Cluster
Audio-Video	Touchscreen 2 DIN REI A/V System AM/FM/DVD/MP3/BT (4) 15" REI Monitors, USB-A&C Plugs for Driver and Passenger Seats REI Multi-Media Kit (HDMI Port), Rearview Camera, Driver Microphone
Flooring	Gerflor Gaya Wood Walnut (4521 Yellowstone)

WARRANTY

Standard	Temsa Warranty 2-Year / 200,000 Miles Engine, Cummins B6.7 & Aftertreatment, 2-Year / Unlimited Miles Transmission, Allison B300, 2-Year / Unlimited Miles
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SALES QUOTE – TEMSEA TS30

Quote Line Items		
Product	Line Item Description	Quantity
2027 Model Year TS30 EPA24/CARB (Feb26)		1.00
Battery Charger (DIO)	Plug In must be located in the small power shut-off door accessible from outside the coach.	1.00
Electronic Destination Sign, Aesys White LED Minerva w/Integrated Controller (DIO) - Front and Side		1.00
Footrests (DIO)		1.00
Outlets, 110V w/USB, Per Double Seat & Driver (DIO)		1.00
Special Request	eMirrors Installed	1.00

Price Per Unit USD 370,600.00

Total Price USD 370,600.00

To Secure your order, please sign below and return this to your Temsa North America Sales Account Representative in Florida with a deposit of a minimum \$10,000.00 per unit, subject to final sales documentation.

Special factory and dealer orders are subject to an increased deposit.

ORDER Subject to availability. All coaches are FOB Orlando, Florida. Price quota valid for 10 days.

If any tariffs, duties, or similar government-imposed charges lead to an increase in Seller's costs to procure goods from suppliers that are used to fulfill Seller's obligations under this Agreement, Purchaser shall be liable to Seller for such costs, and Seller's price shall be adjusted accordingly.

Account Executive _____

Date. _____

Customer Signature _____

Date _____



SALES QUOTE – TEMSA TS35

Account Name	James Madison University	Quote Number	00001687
Billing Address	Harrisonburg, Virginia 22807	Created Date	5/19/2026
	United States	Expiration Date	7/31/2026
Contact Name	Doug Judy		

GENERAL MEASUREMENT AND CAPACITY

Length	35'	Underfloor Luggage Volume	215 ft ³
Height	11'6"	Turning Radius	31.4'
Width	100.4"	GVWR	37,448 lbs
Interior Height	75'	Fuel Tank Capacity	154 US gal
Wheelbase	218.1"	DEF Tank Capacity	10 US gal
Front Overhang	81.9"	Passenger Capacity	40
Rear Overhang	123'		

STANDARD EQUIPMENT

Engine	Cummins L9 Series 6-Cylinder 8.9L Diesel (EPA 24)
Power/Torque	Max 360 hp@2,200 rpm / 1,150 lb-ft @1,200 rpm
Transmission	Allison B500
Body	Stainless Steel Monocoque Integral Structure
	Three-Piece Front and Rear Bumper
Front Axle	ZF RL 75E- independent, 16,535 lbs
Rear Axle	ZF A132, 27,120 lbs
Baggage Doors	Aluminum, Pantograph Type
Wheels	22.5" Alcoa Dura-Bright Wheels
Tires	315/80R 22.5 Continental
Steering System	Power Steering System with Tilt and Telescopic Steering Wheel
Suspension	Independent Suspension with Air Bags and Shock Absorbers
	Full Lifting and Front Kneeling
Mirror	Chrome Upright Mirror w Integrated Turn Signals
Exterior	Rub Rails

BRAKES & SAFETY

Brakes	Bendix® ESP® System, All Wheel Disc Brakes
	Electronic Stability Control (ESC), Automatic Traction Control (ATC)
	Antilock Braking System (ABS)
Engine Brakes	Cummins Engine Brake
Seating	3-Point Safety Seat Belts for Driver & Passengers
Fire Suppression System	Firetrace Engine Room Automatic Fire Suppression System



SALES QUOTE – TEMSA TS35

Warnings

Driver Assistance System

Brake Pad Wearing Indicator, Low Voltage, Engine Door Open

Bendix® Wingman® Fusion™, Lane Departure Warning, Adaptive Cruise Control

Collision Mitigation Functionality

ELECTRICAL SYSTEMS

Electrical System

12-24 Volt, Continental Multiplex System, Digital Cluster

Battery

2x12 V 225Ah

Alternator

Prestolite 2X120 Ah

Lights

LED Headlights, DRL and Fog Light, LED Exterior & Interior Lighting

Diagnostics

Real-Time Diagnostics of Engine, Transmission, Multiplex, A/C System

INTERIOR

Restroom

Recirculating, with 16 Gallon Tank

Windows

Rear Window and Tempered Laminated Side Windows

Seating

40+1 Reclining Seats with Leather Headrest, Piping, Side Boxing, Footrest, Magazine Nets,
Rubber Cub Holders for each seat

Driver Seat

ISRI™ Air Ride 3-Point Safety Belt

Passenger Modules

Adjustable Air Vents, Reading Lights, Speaker

Driver Shades

Electric Two-Piece Overlapping Sun Visor, Manual Driver Side Sun Visor

HVAC

Mobile Climate Control A/C, Bitzer 4 Cylinder A/C Compressor

Roof Cooling, Roof & Convector Heating

Max Cooling Capacity 149,810 BTU, Max Heating Capacity 223,792 BTU

Dashboard

Full LCD Digital Cluster

Audio-Video

Touchscreen 2 DIN REI A/V System AM/FM/DVD/MP3/BT

(4) 15" REI Monitors, USB-A&C Plugs for Driver and Passenger Seats

REI Multi-Media Kit (HDMI Port), Rearview Camera, Driver Microphone

Flooring

Gerflor Gaya Wood Walnut (4521 Yellowstone)

WARRANTY

Standard

Temsa Warranty 2-Year / 200,000 Miles

Cummins, Engine & Aftertreatment L9, 2-Year / Unlimited Miles

Allison, Transmission B500, 3-Year / Unlimited Miles

Quote Line Items



SALES QUOTE – TEMSEA TS35

Product	Line Item Description	Quantity
2027 Model Year TS35 EPA24/CARB (Feb26)		1.00
Electronic Destination Sign, Aesys White LED Minerva w/Integrated Controller (DIO) - Front and Side		1.00
Enclosed Parcel Racks (FIO)		1.00
Outlets, 110V w/USB, Per Double Seat & Driver (DIO)		1.00
Special Request	eMirrors	1.00
Special Request	Move Battery Charger Plug-In outlet to inside the power switch door on the outside of the coach	1.00

Price Per Unit USD 507,350.00

Grand Total USD 507,350.00

To Secure your order, please sign below and return this to your Temsa North America Sales Account Representative in Florida with a deposit of a minimum \$10,000.00 per unit, subject to final sales documentation.

Special factory and dealer orders are subject to an increased deposit.

ORDER Subject to availability. All coaches are FOB Orlando, Florida. Price quota valid for 10 days.

If any tariffs, duties, or similar government-imposed charges lead to an increase in Seller's costs to procure goods from suppliers that are used to fulfill Seller's obligations under this Agreement, Purchaser shall be liable to Seller for such costs, and Seller's price shall be adjusted accordingly.

Account Executive _____ Date _____ Customer Signature _____ Date _____



Request for Proposal

RFP# JBM-1259

Compact Motorcoach Buses

May 1, 2026



REQUEST FOR PROPOSAL

RFP# JBM-1259

Issue Date: May 1, 2026
Title: Compact Motorcoach Buses
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on May 19, 2026 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, SUBMITTED IN eVA, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # JBM-1259

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide new compact Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

The University often needs to purchase Compact Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic-related events.

This procurement is part of ongoing efforts to increase the quality of life for students, faculty, and staff at James Madison University.

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

GENERAL REQUIREMENTS:

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.
*Please include pictures of similar buses supplied to other University customers.
2. Describe available warranties and associated costs.

3. Describe approximate delivery time (from date of order to delivery).
4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.

SPECIAL REQUIREMENTS:

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Tamsa T-30/35 Compact sized coach. (<https://www.tamsa.com/en/products/detail/ts-30/199/290/0>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall provide fuel efficiency rating.
11. Vendor shall provide examples of the following as part of the proposal:
**If awarded, these items shall be provided at the time of purchase*
 - Dealer Invoice
 - Certificate of Origin
 - Mileage/Odometer Statement
 - Warranty Card/Booklet
 - Copy of Manufacturer Build Sheet
 - Copy of Operator's Manual
12. Vendor shall list the passenger space and comfort options.
 - Outlets at each row of seats
 - Enclosed parcel racks
 - Front and Side Destination Signs

- Rear Power Plug- Block Heater
- E-Mirrors

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

a. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select

“I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

b. PAPER SUBMISSIONS:

- i. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.
 - iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are

substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	100

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth

reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided

by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based

organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:			
	Name of Offeror	Due Date	Time
	Street or Box No.		RFP #
	City, State, Zip Code		RFP Title
Name of Purchasing Officer:			

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this

solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of

subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or

enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936.

- X. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- Y. ADDITIONAL INFORMATION: James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

The offeror shall provide their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately.

Description	Unit Price or % Discount
Compact Motorcoach Bus:	
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs (please add any line items accordingly to your firm's Pricing table):	\$

Specify any associated charge card processing fees, if applicable, to be billed to the university.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: VHEPC PAC

Attachment F: SWaM Standard Reporting Template

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and [VENDOR NAME], (“Vendor”).

TERM

The term of this Agreement shall begin [Date] to [Date] with [Number] of [Number] year renewal options, and an expected final expiration date of [Date]. This end date coincides with the Primary Agreement’s [Agreement Number] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
[City, State, Zip]
Email: [Vendor Email]
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]

[Lead Job Title]

[Vendor Contact]

[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract Number]-PAC

SAMPLE

**YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR
ENVELOPE IF MAILING**

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Juan Becerra Martinez
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA 22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED PROPOSAL RESPONSE (If responding by mail or courier)

RFP NO: JBM-1259

DATE DUE: 05/19/2026 @ 2:00 p.m.

Response Checklist:

- ☐ Completed RFP (Answered questions on the statement of needs section, Pgs. 1-3 and completed Pricing Schedule, Pg.20)
- ☐ Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL*"
- ☐ Completed Attachment A– Offeror Data Sheet
- ☐ Completed Attachment B – SWaM Utilization Plan
- ☐ Acknowledge Receipt of Addenda (if applicable)

James Madison University - SWaM Subcontracting Expenses - Goods & Services Projects

JMU Contract Number:	"contract number"
Name of Prime Contractor:	"name"
SWAM Reporter Contact:	"contact name"
SWAM Reporter Contact E-mail:	"e-mail"
SWAM Reporter Contact Phone:	"phone"
Prime Contractor Fed. Tax ID:	"FEIN"
Prime Contractor SWAM #: (if applicable)	"cert #"

Certification Types	
MB	Minority-Owned Business
WB	Women-Owned Business
O	Micro Business
SDV	Service Disabled Veteran
SB	Small Business
ESO	Employment Service Organization
8(a)	8(A)
EDWOSB	Economically Disadvantaged Woman Owned Small Business
FSDV	Federal Service Disabled Veteran
DBE	Disadvantaged Business Enterprise
ACDBE	Airport Concession Disadvantaged Business Enterprise

*Subcontractor Reporting Form must be completed and submitted quarterly to swamreporting@jmu.edu **Payment may be withheld by terms of the contract if complete and accurate information is not submitted*
 *For questions or concerns contact Phillip Ewell (swamreporting@jmu.edu or 540-568-7999)

[illegible]