

Introduced by \_\_\_\_\_ Council Bill No. R 71-14

**A RESOLUTION**

transferring funds for the purchase of two (2) MV-1<sup>®</sup>  
ParaTransit vehicles.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS  
FOLLOWS:

SECTION 1. At the request of the City Manager, the City Council hereby transfers  
\$110,000.00 from the Annual Transit Projects Account No. 553-6188-881.49-90 C47050 to  
the Fleet Pool Autos Account No. 672-6815-880.65-20 for the purchase of two (2) MV-1<sup>®</sup>  
ParaTransit vehicles.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

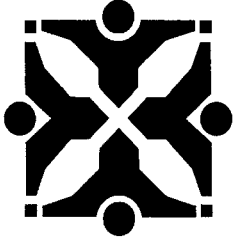
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor



Source: Public Works

*gsh*

Agenda Item No:

To: City Council  
From: City Manager and Staff

*MM*

Council Meeting Date: Apr 21, 2014

**Re:** Authorizing the Purchase of ParaTransit Vehicles and Transferring Funds

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration legislation transferring funds from the Annual Transit Projects account for the purchase of two innovative ParaTransit vehicles.

**DISCUSSION:**

In an effort to begin diversifying the Transit fleet, staff has begun researching more innovative type vehicles. One vehicle identified in this process is the MV-1, built in the United States by Mobility Ventures, LLC (see attached vehicle specs). The MV-1 is the first small ParaTransit vehicle of its kind. Most vehicles of this size, such as minivans, are commercially produced and modified to accommodate transportation of persons in wheelchairs or other mobility devices. The MV-1 is built from the ground up to accommodate all ADA requirements, including a power ramp and all necessary security apparatus. Staff has located two (2) new, 2012 MV-1's, in the St. Louis area, with full three-year warranties, at a cost of \$51,000/ea. These vehicles use CNG fuel and have been discounted \$8,182 since they are an older model year. The Fleet Optimization Committee has approved this purchase.

Transit staff anticipates that these vehicles will allow considerable flexibility in the ParaTransit operations. Due to the significantly smaller size of the vehicle, staff will be able to pick up clients in places they have not been able to in the past, such as neighborhoods with narrow streets or under canopies. When not used for ParaTransit, the vehicles can be used to support shift changes and other needed driver travel with the new COMO Connect routes. Due to the smaller Gross Vehicle Weight Rating (GVWR), a driver will not be required to have a commercial driver's license to operate the vehicle, which will allow any trained member of staff to pick-up a client. As a much smaller vehicle, maintenance and fuel costs should be considerably less; and the CNG engine produces only 15% of the emissions of an equivalent gasoline engine.

**FISCAL IMPACT:**

The cost of the two vehicles is \$102,000, plus \$8,000 for video systems, radio and decals that will be installed once the vehicles arrive at the City. Funds are being transferred from the Annual Transit Projects account for this purchase.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

**SUGGESTED COUNCIL ACTIONS:**

Approve the purchase of two new ParaTransit vehicles, and transferring funds from the Annual Transit Projects account.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$110,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$110,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

# MV-1®



## The Perfect Commercial Fleet Solution

The category-redefining, extremely versatile MV-1® is a vehicle unlike anything else for paratransit and fleet applications. The first Original Equipment Manufacturer (OEM) designed and assembled accessibility vehicle, the MV-1 is more durable and more cost effective to own and operate than the traditional retrofitted van or bus. It is dedicated to transporting all passengers; with or without mobility challenges, making it the perfect universal solution for both public and private commercial fleet services.

### The MV-1: Thoughtfully Engineered

- Meets or exceeds the guidelines of the Americans with Disabilities Act (ADA)
- 36" by 56" doorway featuring a low step-in that allows easy entry for all passengers
- Seating for up to 5 passengers with the optional rear-facing jump seat
- The MV-1 is certified to Federal Motor Vehicle Safety Standards (FMVSS) to meet all applicable safety and crash requirements
- Passengers in wheelchairs or scooters can easily enter, and turn effortlessly so they may sit next to the driver
- Universal wheelchair restraint track system integrated into floor
- Large rear bench seat provides a perfect fit for everyone
- Comfortable commercial grade driver's seat to reduce operator fatigue
- Power windows, power mirrors, and other convenient options come standard
- 24-gallon gasoline tank provides the MV-1 with an estimated 350-mile range
- The integrated access ramp, with an anti-slip surface, has a design load exceeding ADA guidelines, and stores under the floor of the vehicle to maintain interior space
- The optional power ramp deploys at two different aspect ratios to address various vehicle entry and exit scenarios



Visit us today at:

**[www.MV-1.us](http://www.MV-1.us)**

**MV-1®**  
Mobility Ventures LLC



## Built-in **Durability & Performance**

- Body-on-frame design: the MV-1 body mounts to a full frame to create a rigid structure that supports the drivetrain
- Fully boxed and tubed supportive cross members provide additional frame stiffness and durability
- Built like a truck, yet rides like a car:
  - A rear suspension with steel-leaf springs and air shocks delivers long term durability and a comfortable ride for all passengers
  - Front Short-Long Arm (SLA) suspension with rack and pinion steering provides a tight turning radius
- Four-wheel disc brakes designed with large rotors for improved lining life and the ability to handle the best-in-class gross vehicle weight (GVWR) of 6,600 lbs.
- Anti-lock Brake System (ABS) and traction control come standard

- Electronic Stability Control (ESC), including an anti-roll function, provides increased safety
- All-season tires are a standard feature
- Ford 4.6L V8 Engine
- Ford Electronic 4-Speed Automatic Transmission with overdrive
- The frame is coated with a rust inhibitor to increase longevity of the vehicle



## Have the option to **Go Green**

- Opt for a unique Compressed Natural Gas (CNG) fuel system for much lower fuel cost and an estimated 290-mile range, including a 40-mile low level indicator
- Since our unique CNG system is factory-engineered and installed, you can count on the same durability and reliability that you demand of gasoline-powered vehicles
- Cleaner-burning CNG produces 15% of the emissions<sup>1</sup>, created by comparable gasoline-powered vehicles and reduces dependence on foreign oil

- Three Type-3 CNG tanks are integrated seamlessly into the vehicle design and factory-installed to meet all federal safety standards
- With CNG, you can save 40% to 60% in fuel cost<sup>2</sup>, without compromising range, performance, interior comfort, or cargo space

<sup>1</sup> Emission compounds are organic gases and nitrogen oxides, both smog causing pollutants.

<sup>2</sup> Based on average fuel prices as of March 31, 2012. Cost savings vary by region.



## MV-1 **Vehicle Specifications**

Dimension		English	Metric
Wheelbase:		122 in.	3099 mm
Length:		205 in.	5207 mm
Height:		75 in.	1905 mm
Width:		79.4 in.	2017 mm
Turning Circle (curb to curb):		42.8 ft.	13045 mm
Access Door Useable Width:	A	36 in.	914 mm
Access Door Useable Height:	B	56 in.	1422 mm
Interior Height, Rear Wheelchair Position:	C1	59.5 in.	1511 mm
Interior Height, Forward Wheelchair Position:	C2	58.3 in.	1481 mm
Interior Width at B-Pillars:	E	64.5 in.	1638 mm
Vehicle Ground Clearance (minimum):	F	6 in.	152 mm
Useable Ramp Width:	H	30 in.	762 mm

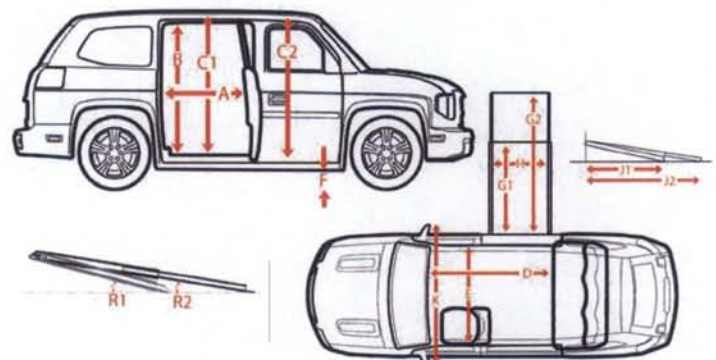
Dimension		English	Metric
Ramp Angle - Short Deployment (Manual):	R1	1:4.1 ratio	13.71 deg.
Ramp Angle-Short Deployment (Power):	R1	1:4.4 ratio	12.8 deg.
Ramp Angle-Long Deployment (Power):	R2	1:6.0 ratio	9.46 deg.
Ramp Extension-Short Deployment (Manual):	J1	61.7 in.	1567 mm
Ramp Extension-Short Deployment (Power):	J1	67.9 in.	1725 mm
Ramp Extension-Long Deployment (Power):	J2	91 in.	2311 mm
Mirror to Mirror Width:	K	79.69 in.	2024 mm
	folded	71.73 in.	1822 mm
Cargo Volume Index:	Gas	36.4 ft. <sup>3</sup>	1031 L.
	CNG	29.1 ft. <sup>3</sup>	824 L.
Curb Weight:	Gas	5055 lbs.	2293 kg
	CNG	5312 lbs.	2409 kg
Gross Vehicle Weight Rating (GVWR):		6600 lbs.	2994 kg

## Made in the **U.S.A.**

The MV-1 is assembled by AM General LLC in their world-class assembly facility in Mishawaka, Indiana, and meets the "Buy America Act" requirements for domestic content required for funding by the Federal Transit Administration. The MV-1 is a unique mobility solution for the 21st century built right here in the U.S.A.

**MV-1**<sup>®</sup> Mobility Ventures LLC  
 105 N. Niles Ave. | South Bend, IN 46617  
 877-MV1-FORU (877-681-3678)  
 Email Us: [info@mv-1.us](mailto:info@mv-1.us)

MVCM1102813@Mobility Ventures LLC. All features subject to change.





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## MV-1 Statement of Warranty Coverage

### 1 Explanation of the MV-1 New Vehicle Limited Warranty

OEM warrants new Vehicles as set forth in the Documents provided with the Vehicles. With exception of any warranties provided by law, the written Vehicle Warranty and the tire manufacturer's warranty are the only warranties applicable to new Vehicles.

WITH RESPECT TO THE DEALER'S ADMINISTRATION OF THE VEHICLE WARRANTY, THE WRITTEN VEHICLE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY.

OEM neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with Vehicles, and OEM's maximum liability for breach of warranty is to repair or replace the affected part of the Vehicle. OEM does not warrant any Vehicle, option, part or accessory acquired from any source other than OEM or Parts Operations. Dealer must expressly incorporate into all sales contracts for Vehicles the applicable Vehicle Warranties and provide a copy of all Warranties to the purchaser.



### 1.1 Basic Bumper to Bumper Limited Vehicle Warranty

The new Vehicle Warranty applies to the first owner and all subsequent owners of the Vehicle during the Warranty period. The warranty applies only to Vehicles for which the Warranty registration process is completed with OEM.

The following table summarizes the new Vehicle Warranty; the text that follows should be consulted for further details:

WARRANTY	MONTHS	MILEAGE	KILOMETERS
Battery Warranty (proration available to 36/36)	18	18,000	30,000
Federal Emissions - Defect Warranty	24	24,000	38,000
New Vehicle Bumper to Bumper Limited Warranty	36	36,000	60,000
Powertrain Component Warranty	36	36,000	60,000
Access Ramp Warranty	36	36,000	60,000
Sheet Metal Rust-Through Warranty	36	36,000	60,000
California Emissions - Short-Term Defect	36	50,000	80,000
California Emissions - Long-Term Defect	84	70,000	110,000
Federal Emissions - PCM & Catalytic Warranty	94	80,000	130,000

### 1.2 Powertrain Warranty Coverage

The Powertrain Warranty coverage applies to the repair or replacement of major internal components or assemblies of the engine, transmission, and drive axle. Powertrain Warranty coverage is for 3 years or 36,000 miles (60,000 km) whichever comes first. **Some of these repairs require prior OEM authorization (signified with an \*).** Contact Dealer Support for assistance and to receive the necessary Prior Authorization Code (PAC).

The following is the list of components covered under the Powertrain Warranty:

#### ENGINE

- All Internally Lubricated Parts \*
- Cylinder Block \*
- Cylinder Heads \*
- Electronic Fuel Pump
- Engine Mounts
- Flywheel/Flex Plate \*
- Manifold (Intake or Exhaust) \*
- Manifold Bolts
- Oil Pan \*
- Oil Pump \*
- Powertrain Control Module (PCM)
- Seals and Gaskets \*
- Thermostat
- Thermostat Housing
- Timing Chain Cover \*
- Timing Chain \*
- Valve Covers
- Water Pump

#### TRANSMISSION / DRIVE AXLE

- All Internal Transmission Parts \*
- Seals and Gaskets \*
- Torque Converter \*
- Transmission Case \*
- Transmission Mounts
- Axle Shafts \*
- Center Support Bearing
- Drive Axle Housing \*
- Drive Shaft / Propeller Shaft \*
- Seals and Gaskets
- Universal Joints
- Constant Velocity Joints

*\* Denotes repairs that require a Prior Authorization Code (PAC) from Dealer Support.*

### 1.3 Emissions Warranties – Overview

OEM certifies that each new Vehicle, at the time of sale, is built, equipped, and conforms to the Environmental Protection Agency (EPA) regulations and, if applicable, California Air Resources Board (CARB) regulations. OEM warrants that each new Vehicle is free from defects in materials or workmanship which cause it to fail to conform to EPA regulations and, if applicable, CARB regulations.

There are four separate emissions Warranties provided by OEM in respect to new Vehicles, depending on where the Vehicle is registered and operated:

- 1) Federal Emissions Performance Warranty
- 2) Federal Emissions Defect Warranty
- 3) California Emissions Warranty – Short-Term Defect Warranty
- 4) California Emissions Warranty – Long-Term Defect Warranty

The following disclosure is required by federal law:

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**Director, Field Operations and Support Division (6406J)**  
**Environmental Protection Agency**  
**401 M Street, S.W.**  
**Washington, D.C. 20460**  
**Attn: Warranty Claim**

#### 1.3.1 Federal Emissions Warranty – Overview

Federal law requires certain emissions warranties and OEM adheres to these federal emissions warranty standards. OEM's Federal Emissions Warranty has two parts, a "Federal Emissions Performance Warranty" and a "Federal Emissions Defect Warranty."

For purposes of Warranty administration, the same parts and labor covered under the Federal Emissions Defect Warranty are covered under the Federal Emissions Performance Warranty. The only difference in administration of the two Federal Emissions Warranties is that determination of failure under the Federal Emissions Performance Warranty is based on a state or local U.S. Environmental Protection Agency (EPA) approved emissions inspection and maintenance (I/M) program.



#### **1.3.1.1 Federal Emissions Performance Warranty**

The Performance Warranty is a requirement of the Clean Air Act and is applicable to passenger Vehicles and light duty trucks operating in the states and local jurisdictions which have an EPA approved Emissions Inspect and Maintenance (I/M) Program.

If a Vehicle is reported as failing the test, the responsibility for determination of cause is that of the manufacturer. (A copy of the emission test results is to be provided to the Dealer/Service Center before repair.)

#### **1.3.1.2 Federal Emissions Defect Warranty**

During the Federal Emissions Defect Warranty period, OEM warrants to the original owner and each subsequent owner of a Vehicle that;

- 1) The Vehicle is designed, built and equipped to conform at the time of sale to meet applicable Federal Regulations.
- 2) The Vehicle is free from defects in material and workmanship at the time of sale which would cause the Vehicle if conform to applicable Federal Regulations.
- 3) There will be no charge for diagnosis, repair, replacement or adjustments of parts containing an emissions-related defect. Applicable parts are listed under the "List of Parts Covered by Federal Emissions Warranty"

#### **1.3.1.3 Federal Emissions Coverage Period**

For catalytic converters, the electronic Powertrain Control Module (PCM) or any other onboard emissions control device, the warranty coverage period is 8 years or 80,000 miles (130,000 kilometers), whichever occurs first.

For all other covered parts, the warranty coverage period is 2 years or 24,000 miles (38,000 kilometers), whichever occurs first.

The start date for the Warranty Coverage Period is the date the original owner takes delivery of the Vehicle or the day the Vehicle is first put into service (for example, as a dealer demonstrator or OEM-use Vehicle), whichever occurs first.

#### **1.3.1.4 List of Parts Covered by Federal Emissions Warranty**

List of Parts Eligible for the Federal Emissions Warranties

If the following parts contain an emissions-related defect, they are covered by the Federal Emissions Warranties:

- **Air Flow Sensor**
- **Air/Fuel Feedback Control System and Sensors**
- **Air Induction System**
- **Auxiliary Body Controller (ABC)\*\***
- **Catalytic Converter**
- **Controls for Deceleration**
- **Electronic Ignition System**
- **Exhaust Pipe (Manifold to Catalyst)**
- **Electronic Engine Control Sensors and Switches**

- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Temperature and Pressure sensors
- Fuel Tank
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Powertrain Control Module (PCM)/[Engine Control Module (ECM)]
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)

\* Includes hardware and emissions related software changes only.

\*\* ABC Module on Compressed Natural Gas (CNG) Vehicles only.

Also covered by the two Federal Emissions Warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, sensors, and wiring harnesses that are used with components on the list of parts above.

### 1.3.2 California Emissions Warranties – Overview

OEM adheres to the California Emissions Warranty standard. This Warranty applies to Vehicles registered in the states that have adopted the California Emissions Warranty. The California Emissions Warranty, if applicable, is in addition to the Federal Emissions Warranties.

In California, new motor Vehicles must be designed, built, and equipped to meet the state's stringent anti-smog standards. These standards are administered by The California Air Resources Board (CARB).

The California Emissions Warranty will not apply if there has been abuse, neglect, or improper maintenance of the Vehicle (see "[Vehicle Owner's Responsibilities for California Emissions Warranty](#)").

Where a warrantable condition exists, OEM will repair the Vehicle at no cost to the Vehicle owner, including diagnosis, parts, and labor. The start date for the Warranty Coverage Period is the date the original owner takes delivery of the Vehicle or the day the Vehicle is first put into service (for example, as a dealer demonstrator or OEM-use Vehicle), whichever occurs first.

#### 1.3.2.1 Short-Term Defect Warranty

For Vehicles eligible for California Emission Warranty coverage for 3 years or 50,000 miles, whichever first occurs:

- 1) If the Vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made to ensure that the Vehicle passes the inspection. This is referred to as the "short-term California emission control system performance warranty."
- 2) If any emissions-related part on the Vehicle is defective, the part will be repaired or replaced. This is referred to as the "short-term California emission control system defects warranty."

#### **1.3.2.2 Long-Term Defect Warranty**

If a covered part is defective in a Vehicle eligible for California Emission Warranty coverage, it will receive warranty coverage for 7 years or 70,000 miles (110,000 kilometers), whichever occurs first.

#### **1.3.2.3 Vehicles Eligible for California Emissions Warranty Coverage**

California Emission Warranty coverage applies if the Vehicle meets the following two requirements:

- 1) The Vehicle is registered in California or another state that has adopted the California emission and warranty regulations,\* and;
- 2) The Vehicle is certified for sale in California as indicated on the Vehicle emission control information label.

\* Other states adopting the California Emissions Warranty for passenger cars and light-duty trucks (up to 8,500 pounds GVWR) include; Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington.

**NOTE:** New York adopted California Emission Standards, but not the California Emissions Warranty.

#### **1.3.2.4 List of Eligible Parts by California Emissions Warranty**

If the following parts contain a defect, they are covered by the California Emissions Warranty:

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Auxiliary Body Controller (ABC)\*
- Catalytic Converter
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Temperature and Pressure Sensors
- Fuel Injector Supply Manifold
- Fuel Tank
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly

\* Includes hardware and emissions related software changes only.

\*\* ABC Module on Compressed Natural Gas (CNG) Vehicles only.

#### **1.3.2.5 Vehicle Owner's Responsibility for California Emissions Warranty**

The Vehicle owner is responsible for the performance of the required maintenance listed in the Owner's Manual. OEM recommends that the Vehicle owner retain all receipts covering maintenance on the Vehicle, but OEM cannot deny warranty coverage solely for the lack of receipts or for the failure to ensure the performance of all scheduled maintenance.

Vehicle owner is responsible for presenting the Vehicle to an MV-1 Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

Vehicle owner should also be aware that OEM may deny warranty coverage if the Vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

For any questions regarding Vehicle owner's rights and responsibilities under the California Emissions Warranty, or to report what you believe to be violations of the terms of this warranty, the Owner may contact the OEM Customer Assistance Hotline at 1-877-MV1-FORU (877-681-3678) or the California Air Resources Board at (800) 242-4450.

**State of California Air Resources Board  
Mobile Source Operations Division  
P9528 Telstar Avenue  
El Monte, California 91731-2990**

#### **1.3.3 Determining Eligibility for Emissions Warranty Coverage**

All Vehicles are eligible for Federal Emissions Control System Warranty coverage. Do the following to further determine emissions eligibility:

- 1) Locate the under-hood emission control label located inside the engine compartment. If the emissions control label contains language stating the Vehicle conforms to the California Emissions regulations, the Vehicle may also be eligible for the California Emissions Warranty, depending on where it is registered. Also determine the gross vehicle weight (GVW) to determine if light, medium or heavy duty emissions coverage applies.
- 2) Determine if the repair is covered by the Federal Emissions Defect Warranty or the Federal Emissions Performance Warranty by asking the Vehicle owner if the Vehicle has failed a state I/M test. If so, request the test results form. If no test has been performed, all covered emission repairs are under the Federal Emissions Defect Warranty.
- 3) Once it is determined which Warranty coverage applies, determine that the Vehicle is still within the applicable time and mileage limits.
- 4) Check for reasonable evidence of Vehicle maintenance and perform diagnostics following appropriate section of the Service Manual. Once the cause of failure is determined, determine if the failed part is covered.
- 5) Determine if the failed part is a Genuine Part or a Non-Genuine Part "certified to EPA standards". Genuine Parts and "certified" Non-Genuine Parts are covered while uncertified Non-Genuine Parts are not covered.

#### **1.3.4 Policies on Federal and California Emissions Warranties**

Defects in material or workmanship in Genuine Parts related to emissions systems may also be covered by an OEM Warranty. In any case, the Warranty with the broadest coverage applies. Dealer is to provide



Warranty coverage beyond the 2 year/24,000 mile (Federal) and 3 year/50,000 mile (California) emissions Warranty coverage commensurate with the Genuine Parts Warranty.

The Federal Emissions Defect Warranty and the Federal Emissions Performance Warranty coverage overlap. For conditions resulting in the repair or replacement of a covered emission part, the repair is performed under the Defect Warranty. If it is determined that the Vehicle's emissions are out-of-compliance with a State emission Inspection/Maintenance Program (I/M), the repair is performed under the Performance Warranty. If a Vehicle is reported as having failed an I/M test, the I/M test results from the Vehicle owner or operator must be attached to the Repair Order.

Any part that is scheduled for replacement at a specific time or mileage is in accordance with the published maintenance schedule in the Owner's Manual is covered only up to the first replacement interval or applicable emission Warranty coverage period, whichever comes first.

Coverage is not contingent upon maintenance being performed by an authorized MV-1 dealer. However, Dealer should check for reasonable evidence of Vehicle's maintenance, particularly if lack of maintenance is suspected as the cause of or attributed to the emissions failure.

If a Vehicle failed an I/M test, determine the cause of failure using the diagnostic steps provided in the MV-1 Service Manual. If you need diagnostic assistance, contact Technical Assistance. Determine if the failed part(s) are Genuine Parts or Non-Genuine Parts labeled "Certified to EPA Standards". Failures of Non-Genuine Parts or caused by Non-Genuine Parts which have not been "Certified to EPA Standards" are not covered by either of the Federal Emissions Warranties.

The Federal Emissions Performance Warranty regulations require that an Owner be notified by the manufacturer within 30 days of presenting the Vehicle for repair, as to whether the repair is covered. If not covered, a notice of denial must be made in writing or penalties may apply.

Regulations prohibit adjustments or repairs intended only to pass a Vehicle I/M test. In accordance with catalytic converter tampering regulations, Dealers are cautioned against using Non-Genuine Part catalytic converters for Warranty or non-Warranty repairs.

Regardless of the parts used to repair the Vehicle (e.g., Genuine Parts or Non-Genuine Parts), coverage cannot be denied for emergency repairs to correct conditions that could render the Vehicle inoperable, such as stalling, if it is related to a covered Emissions Warranty component.

### **1.3.5 What is not covered by Emissions Warranties**

The Emissions Warranties do not cover any part not listed in the [Federal Emissions Warranty parts list](#) or the [California Emissions Warranty parts list](#). In addition, emissions Warranty coverage may be denied if the Vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, or unapproved modifications.

### **1.3.6 Dealer Certification (Applies to All Dealers and Service Centers)**

THE DEALER CERTIFICATE DESCRIBED BELOW IS THE DEALER'S SOLE RESPONSIBILITY AND OEM IS NOT RESPONSIBLE IN ANY WAY FOR THE DEALER CERTIFICATE.

The Federal Emissions Performance Warranty regulations require that, upon delivery of each new Vehicle by Dealer to a purchaser, Dealer must furnish to the purchaser a certificate that the Vehicle complies with EPA requirements. This Dealer certification is imposed by the Clean Air Act and EPA regulations. OEM does not provide certificate forms and Dealer is responsible for obtaining them from a supplier of dealer forms.

While the Dealer must be familiar with all EPA Dealer certification obligations, the following are some of the significant requirements of the referenced certification:

- 1) Based upon written notification by the manufacturer, Dealer has knowledge that the Vehicle is covered by an EPA Certificate of Conformity.
- 2) Based upon a visual inspection of the emission control devices, there are no apparent deficiencies in the installation of such devices by the manufacturer. An alternative to under-hood inspection is to ensure there are no set "On Board Diagnostic" (OBD) DTC codes.
- 3) Dealer has performed all emission control system preparation required by the manufacturer prior to the sale of Vehicle, as set forth in the current Pre-Delivery Service (PDI) check sheet furnished by the manufacturer.
- 4) This certification requirement does not constitute a representation by Dealer that the emission control system will perform properly.
- 5) The Dealer Certificate must also include a statement explaining that:
  - a. The Vehicle fails an EPA-approved emission test prior to the expiration of 90 days or 4,000 miles, and;
  - b. The Vehicle has been maintained and used in accordance with the written instructions for proper maintenance and use

Then repairs will be performed at no-charge under the Federal Emission Performance Warranty without regard to whether a penalty or sanction may be imposed upon the Vehicle owner.

#### **1.4 Access Ramp Warranty**

The MV-1 Access Ramp and all related mechanisms are covered for a term of 3 years or 36,000 miles (60,000 kilometers), whichever occurs first. This applies to both power ramps and manual ramp systems. Repairs require a Prior Authorization Code (PAC) from Dealer Support prior to work being performed.

Access Ramp failures that result from physical damage or misuse are not covered under Warranty.