

**City of Carson City
Agenda Report**

Date Submitted: March 30, 2012

Agenda Date Requested: April 19, 2012

Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For possible action: To approve Contract No. 1112-178, Joinder Contract with RO Bus Sales through the Houston-Galveston Area Counsel (H-GAC) for the purchase of two (2) 2012 E-350 Braun Mobility Vans for a not to exceed amount of \$101,298.78 to be funded from the Capital Outlay/Wheelchair Mobility Vans Fund as provided for in FY 2012/2013. (File No. 1112-178) (*Kim Belt*)

Staff Summary: Carson City Fire Department is purchasing two (2) 2012 E-350 Braun Mobility Vans to provide wheelchair van services to facilitate patient transportation between health care facilities in the region and Carson Tahoe's acute care hospital on Medical Parkway. This purchase is in accordance with the agreement between Carson Tahoe Regional Health Care, a Nevada non-profit corporation, and Carson City Fire Department, which was approved at the April 5, 2012, Board of Supervisors meeting.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1112-178, Joinder Contract with RO Bus Sales through the Houston-Galveston Area Counsel (H-GAC) for the purchase of two (2) 2012 E-350 Braun Mobility Vans for a not to exceed amount of \$101,298.78 to be funded from the Capital Outlay/Wheelchair Mobility Vans Fund as provided for in FY 2012/2013. (File No. 1112-178) (*Kim Belt*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (m)** and **NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: \$101,298.78

Explanation of Impact: If approved the below account could be reduced by \$101,298.78

Funding Source: Capital Outlay/Wheelchair Mobility Vans Fund- 210-0000-422-6545 as provided for in FY2012/2013.

Supporting Material: Quote HGAC

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:

Mark S. Miami
(Fire Department)

Date: 4/10/12

Mark S. Miami
(City Manager)

Date: 4/10/12

Mark S. Miami
(District Attorney)

Date: 4/10/12

Mark S. Miami
(Finance Director)

Date: 4/10/12

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By) _____



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Name of End User (*local government, agency, or non-profit corporation*)

Mailing Address
*
City _____ State _____ ZIP Code _____

*By: _____
Signature of chief elected or appointed official

* Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

Attest: _____
Manager

Date: _____

*Denotes required fields

rev. 7/07

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ County Name: _____
(Municipality / County / District / etc.)

Mailing Address: _____ (Street Address/P.O. Box) _____ (City) _____ (State) _____ (ZIP Code)

Main Telephone Number: (____) _____ - _____ **FAX Number:** (____) _____ - _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____
(*City manager / Executive Director / etc.*)
Mailing Address: _____
(*Street Address/P.O. Box*)
Title: _____
Ph No.: (____) ____ - ____
Fx No.: (____) ____ - ____
E-Mail Address: _____
(*City*) _____ (*State*) _____ (*ZIP Code*) _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)
Mailing Address: _____
(Street Address/P.O. Box)

(City) _____ (State) _____ (ZIP Code) _____

Title: _____
Ph No.: (____) _____ - _____
Fx No.: (____) _____ - _____
Email Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)
Mailing Address: _____
(Street Address/P.O. Box)
Title: _____
Ph No.: (____) _____ - _____
Fx No.: (____) _____ - _____
Email Address: _____
(City) _____ (State) _____ (ZIP Code) _____

Official Contact: _____
(*EMS Director/Fire Chief etc.*)
Mailing Address: _____
(*Street Address/P.O. Box*)
Title: _____
Ph No.: (_____) ____ - ____
Fx No.: (_____) ____ - ____
Email Address: _____
(City) _____ (State) _____ (ZIP Code) _____



HOUSTON-GALVESTON AREA COUNCIL

January 10, 2011

Troy Raley
General Manager
National Bus Sales & Leasing, Inc.
15580 Highway 114
Justin, TX

Dear Mr. Raley:

RE: CONTRACT NO. BT01-11 FOR THE SUPPLY OF BUSES, TRANSIT, SHUTTLE AND TRAMS

Enclosed is the completely executed contract for BT01-11 for your files. Please be advised that your vendor number is #0379 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require further information concerning this contract please call me at 832-681-2581.

Sincerely,

A handwritten signature of Sally Ternal in cursive script.
Sally Ternal
Contract Specialist
Cooperative Purchasing Program

enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
NATIONAL BUS SALES & LEASING, INC.
Justin, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, National Bus Sales & Leasing, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 15580 Highway 114, Justin, Texas 76247.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Buses, Transit, Shuttle and Trams** Contract to become effective as of January 1, 2011, and to continue through December 31, 2013 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Buses, Transit, Shuttle and Trams** offered by the CONTRACTOR. The CONTRACTOR agrees to sell **Buses, Transit, Shuttle and Trams** through the H-GAC Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form including, but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:BT01-11, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: BT01-11, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with **END**

USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this

Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to

entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

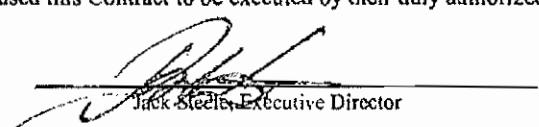
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

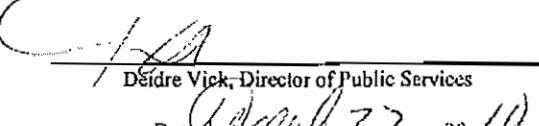
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Deidre Vick, Director of Public Services

Date: December 22, 2010

Signed for National Bus Sales & Leasing, Inc.
Justin, Texas:

Printed Name & Title: TROY RALEY GENERAL MANAGER

Date: 12/10, 2010

Attest for National Bus Sales & Leasing, Inc.
Justin, Texas:

Printed Name & Title: WHITNEY FOX SALES COORDINATOR

Date: 12/10, 2010

Attachment A
National Bus Sales & Leasing, Inc.
Buses, Transit, Shuttle and Trams
Contract No. BT01-11

Base Product Code	Manufacturer	Description	Bid Price (\$\$)	Buy Am. Yes or No
CVA	Arboc Mobility	SOM 13 Passenger w/1-Wheelchair	\$115,601	Yes
CVB	Arboc Mobility	SOM 9 Passenger w/1-Wheelchair and Luggage Rack	\$124,166	Yes
CVC	Arboc Mobility	SOM 19 Passenger w/2-Wheelchair	\$132,557	Yes
CVD	Arboc Mobility	SOM 21 Passenger w/2-Wheelchair	\$132,324	Yes
CVE	Arboc Mobility	SOM 9 Passenger w/4 Wheelchair w/CNG	\$133,956	Yes
EAA	Braun	Paratransit Package A-208	\$39,128	Yes
EAB	Braun	Paratransit Package B-208	\$39,128	Yes
EAC	Braun	Paratransit Package C-208	\$42,078	Yes
EAD	Braun	Paratransit Package D-208	\$42,078	Yes
EAE	Braun	Paratransit Package E-208	\$43,072	Yes
EAF	Braun	Paratransit Package F-208	\$44,072	Yes
EEA	Braun	Entervan	\$39,420	No
FBA	Champion Bus Inc.	Crusader CR-210 - 14 Passenger	\$48,678	Yes
FBB	Champion Bus Inc.	Crusader CR-211 - 8 Passenger w/2-Wheelchair	\$53,473	Yes
FBC	Champion Bus Inc.	Crusader CR-213 - 11 Passenger w/Luggage Rear	\$49,120	Yes
FBD	Champion Bus Inc.	Crusader CR-214 - 14 Passenger w/Luggage Box	\$49,151	Yes
FCA	Champion Bus Inc.	Challenger CH-200 - 17 Passenger	\$51,937	Yes
FCB	Champion Bus Inc.	Challenger CH-220 - 21 Passenger	\$52,458	Yes
FCC	Champion Bus Inc.	Challenger CH-230 - 16 Passenger w/2-Wheelchair	\$57,386	Yes
FCD	Champion Bus Inc.	Challenger CH-231 - Flat Floor - 6 Passenger w/3 - Wheelchair	\$57,166	Yes
FCE	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/Luggage Box	\$54,821	Yes
FCF	Champion Bus Inc.	Challenger CH-250 - 25 Passenger	\$54,856	Yes
FCG	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/ 2-Wheelchair	\$59,832	Yes
FCH	Champion Bus Inc.	Challenger CH-251 - Flat Floor - 11 Passenger w/3 Wheelchair	\$60,133	Yes
FCI	Champion Bus Inc.	Challenger CH-253 - 21 Passenger w Luggage Rear	\$55,160	Yes
FDA	Champion Bus Inc.	Defender DF-270 - 25 Passenger w/Luggage Rear	\$66,531	Yes
FDB	Champion Bus Inc.	Defender DF-270 - 29 Passenger	\$66,256	Yes
FDC	Champion Bus Inc.	Defender DF-270 - 20 Passenger w/2-Wheelchair	\$104,228	Yes
FDD	Champion Bus Inc.	Defender DF-280 - 21 Passenger	\$60,282	Yes
FDE	Champion Bus Inc.	Defender DF-281 - 18 Passcnger w/2 Wheelchair RL	\$61,014	Yes
FDF	Champion Bus Inc.	Defender DF-290 - 27 Passenger	\$65,995	Yes
FDG	Champion Bus Inc.	Defender DF-291 - 20 Passenger w/2-Wheelchair RL	\$72,238	Yes
FDH	Champion Bus Inc.	Defender M2 - 14 Passenger w/3-Wheelchair FL	\$101,314	Yes
FDI	Champion Bus Inc.	Defender M2 - 24 Passenger w/2-Wheelchair RL	\$102,550	Yes
FDJ	Champion Bus Inc.	Defender M2 - 24 Passenger w/2-Wheelchair FL	\$105,735	Yes
FDK	Champion Bus Inc.	Defender M2 - 25 Passenger w/2-Wheelchair FL	\$104,389	Yes
FDL	Champion Bus Inc.	Defender DF-290 - 23 Passenger w/Luggage Box	\$66,013	Yes

FDM	Champion Bus Inc.	Defender DF-310 - 33 Passenger	\$71,641	Yes
FDN	Champion Bus Inc.	Defender DF-291 - 24 Passenger w/2Wheelchair	\$76,466	Yes
FDO	Champion Bus Inc.	Defender DF-313 - 29 Passenger w/Luggage Rear	\$71,659	Yes
FDP	Champion Bus Inc.	Defender M2 - 28 Passenger w/2-Wheelchair RL	\$107,260	Yes
FDQ	Champion Bus Inc.	Defender M2 - 29 Passenger w/2-Wheelchair FL	\$105,344	Yes
FDR	Champion Bus Inc.	Defender M2 - 30 Passenger w/2-Wheelchair RL	\$106,100	Yes
FDS	Champion Bus Inc.	Defender M2 - 32 Passenger w/2-Wheelchair FL	\$111,237	Yes
FDT	Champion Bus Inc.	Defender M2 - 33 Passenger	\$103,350	Yes
FDU	Champion Bus Inc.	Defender M2 - 34 Passenger w/2-Wheelchair FL	\$112,342	Yes
FDV	Champion Bus Inc.	Defender M2 - 38 Passenger w/2-Wheelchair RL	\$112,635	Yes
FDW	Champion Bus Inc.	Defender M2 - 41 Passenger	\$105,398	Yes
FGB	Champion Bus Inc.	CTS FE 300 - 31 Passenger w/2-Wheelchair FL	\$112,948	Yes
FGC	Champion Bus Inc.	CTS FE 301 - 27 Passenger w/2-Wheelchair FL	\$112,575	Yes
FGD	Champion Bus Inc.	CTS FE 331 - 33 Passenger w/2-Wheelchair FL	\$115,225	Yes
FGE	Champion Bus Inc.	CTS FE 331 - 32 Passenger w/2-Wheelchair RL	\$114,594	Yes
FGF	Champion Bus Inc.	CTS FE 380 - 43 Passenger	\$112,865	Yes
FGG	Champion Bus Inc.	CTS FE 381 - 42 Passenger w/5-Wheelchair FL	\$122,879	Yes
FGH	Champion Bus Inc.	CTS FE 381 - 42 Passenger w/2-Wheelchair RL	\$119,231	Yes
FGI	Champion Bus Inc.	CTS RE 300 - 30 Passenger	\$133,391	Yes
FGJ	Champion Bus Inc.	CTS RE 301 - 30 Passenger w/2-Wheelchair	\$140,486	Yes
FGK	Champion Bus Inc.	CTS RE 330 - 36 Passenger	\$145,735	Yes
FGL	Champion Bus Inc.	CTS RE 341 - 35 Passenger w/2-Wheelchair	\$152,164	Yes
FGM	Champion Bus Inc.	CTS RE 380 - 45 Passenger	\$149,167	Yes
FGN	Champion Bus Inc.	CTS RE 381 - 43 Passenger w/2-Wheelchair	\$155,699	Yes
FGO	Champion Bus Inc.	SR Transport - 39 Passenger	\$255,090	Yes
FGP	Champion Bus Inc.	SR Transport - 33 Passenger w/2-Wheelchair	\$274,890	Yes
FGQ	Champion Bus Inc.	SR Transport Prison Unit -35 RE	\$271,590	Yes
FUA	Champion Bus Inc.	EZ-Trans	\$171,029	Yes
KIA	Double K, Inc.	Hometown Trolley/Mainstreet 34 Passenger w/2 w-chair seats - Rear Engine	\$181,516	Yes
KJA	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2 w-chair seats - Front Engine	\$148,292	Yes
KMA	Double K, Inc.	Mainstreet LF - 30 Passenger	\$289,117	Yes
KMB	Double K, Inc.	Mainstreet LF - 34 Passenger	\$292,510	Yes
KMC	Double K, Inc.	Mainstreet LF - 38 Passenger	\$295,020	Yes
KVA	Double K, Inc.	Hometown Carriage LF, 16 Passenger w/2 wheelchairs	\$148,270	Yes
MCA	Elkhart Coach	EC-II, Type III, 25 Passenger	\$42,281	Yes
MCB	Elkhart Coach	EC-II, Type III, 21 Passenger w/ Rear Luggage	\$42,459	Yes
MCC	Elkhart Coach	EC-II, Type III, 16 Passenger w/ 2-Wheelchairs	\$46,032	Yes
MCD	Elkhart Coach	EC-II, Type III, 20 Passenger w/ 2-Wheelchairs	\$46,461	Yes
MCE	Elkhart Coach	EC-II, Type III, 21 Passenger	\$40,790	Yes
MCF	Elkhart Coach	EC-II, Type III, 16 Passenger w/ Rear Luggage	\$40,895	Yes
MCG	Elkhart Coach	EC-II, Type III, 14 Passenger	\$38,117	Yes
MCH	Elkhart Coach	EC-II, Type III, 12 Passenger w/ 2-Wheelchairs	\$42,641	Yes
NEA	Freedom Motors	Dodge Grand Caravan SE 100"x31" lowered floor rear entry -4-passanger w/(2) wheelchairs	\$40,695	No
NEB	Freedom Motors	Dodge Grand Caravan SE 60"x31" lowered floor rear entry - 4-passanger w/	\$40,195	No

		(1) wheelchair		
OUD	General Coach	EZ Trans, Low Floor on International Chassis - 23 Passengers & 2 Wheelchairs	\$164,227	Yes
OUE	General Coach	EZ Trans, Low Floor on International Chassis - 27 Passengers & 2 Wheelchairs	\$171,030	Yes
QBA	Glaval Bus	Primetime 350 Series - 8 Passenger 2/2-Wheelchair	\$56,595	Yes
QBB	Glaval Bus	Primetime 350 Series - 13 Passenger	\$52,513	Yes
QBC	Glaval Bus	Sport Series - 12 Passenger	\$56,294	Yes
QCA	Glaval Bus	Universal Series - 16 Passenger w/2-Wheelchair	\$63,153	Yes
QCB	Glaval Bus	Universal Series - 25 Passenger	\$59,142	Yes
QCC	Glaval Bus	Titan II Series - 10 Passenger w/2-Wheelchair FL	\$62,211	Yes
QCD	Glaval Bus	Titan II Series - 12 Passenger w/2-Wheelchair RL	\$62,658	Yes
QCE	Glaval Bus	Titan II Airporter Series - 10 Passenger w/2-Wheelchair FL	\$64,036	Yes
QCF	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair RL	\$57,695	Yes
QCG	Glaval Bus	Universal Airporter Series - 10 Passenger w/2-Wheelchair RL	\$58,627	Yes
QCH	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair RL	\$61,719	Yes
QCI	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair FL	\$61,494	Yes
QCJ	Glaval Bus	Universal Airporter Series - 13 Passenger w/2-Wheelchair FL	\$62,636	Yes
QCK	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair FL	\$62,219	Yes
QCL	Glaval Bus	Universal Airporter Series - 14 Passenger w/2-Wheelchair RL	\$62,201	Yes
QCM	Glaval Bus	Titan II Series - 14 Passenger w/2-Wheelchair	\$61,374	Yes
QCN	Glaval Bus	Titan II Series - 20 Passenger	\$58,690	Yes
QDA	Glaval Bus	Concorde II Series - 14 Passenger w/2-Wheelchair	\$102,456	Yes
QDB	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair FL	\$103,014	Yes
QDC	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair RL	\$103,014	Yes
QDD	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair FL	\$104,002	Yes
QDE	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair RL	\$104,002	Yes
QDF	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair FL	\$104,532	Yes
QDG	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair RL	\$104,561	Yes
QDH	Glaval Bus	Concorde II Series - 26 Passenger w/2-Wheelchair FL	\$106,209	Yes
QDI	Glaval Bus	Concorde II Series - 28 Passenger w/2-Wheelchair RL	\$105,218	Yes
QDJ	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair FL	\$107,537	Yes
QDK	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair RL	\$106,767	Yes
QDL	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair FL	\$108,645	Yes
QDM	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair RL	\$108,095	Yes
QDN	Glaval Bus	Concorde II Series - 38 Passenger w/2-Wheelchair RL	\$109,303	Yes
QDO	Glaval Bus	Concorde II Airporter Series - 16 Passenger w/2-Wheelchair RL	\$102,270	Yes
QDP	Glaval Bus	Concorde II Airporter Series - 18 Passenger w/2-Wheelchair RL	\$102,629	Yes
QDQ	Glaval Bus	Concorde II Airporter Series - 22 Passenger w/2-Wheelchair RL	\$103,617	Yes
QDR	Glaval Bus	Concorde II Airporter Series - 26 Passenger w/2-Wheelchair RL	\$104,504	Yes
QDS	Glaval Bus	Concorde II Airporter Series - 28 Passenger w/2-Wheelchair RL	\$106,153	Yes
QDT	Glaval Bus	Concorde II Airporter Series - 32 Passenger w/2-Wheelchair RL	\$107,481	Yes
QDU	Glaval Bus	Concorde II Airporter Series - 36 Passenger w/2-Wheelchair RL	\$108,608	Yes
QDV	Glaval Bus	Entourage - 33 Passenger	\$73,427	Yes
QDW	Glaval Bus	Entourage - 20 Passenger w/2-Wheelchair	\$75,424	Yes

QDX	Glaval Bus	Entourage - 24 Passenger w/2-Wheelchair RL	\$77,962	Yes
QDY	Glaval Bus	Entourage - 25 Passenger w/Luggage Rear	\$72,937	Yes
QDZ	Glaval Bus	Entourage - 26 Passenger w/2-Wheelchair RL	\$80,491	Yes
QDAA	Glaval Bus	Entourage - 29 Passenger	\$73,255	Yes
QDBB	Glaval Bus	Entourage - 22 Passenger w/2-Wheelchair	\$76,313	Yes
QDCC	Glaval Bus	Entourage - 29 Passenger w/Luggage Rear	\$74,265	Yes
QDDD	Glaval Bus	Concorde II Series - 39 Passenger	\$102,881	Yes
QGA	Glaval Bus	Apollo Series - 27 Passengers w/2-Wheelchair	\$113,628	Yes
QGB	Glaval Bus	Apollo Series - 32 Passenger	\$109,147	Yes
QGC	Glaval Bus	Apollo Series - 36 Passenger	\$111,445	Yes
QGD	Glaval Bus	Apollo Series - 38 Passenger w/Luggage Rear	\$114,501	Yes
QGE	Glaval Bus	Apollo Series - 39 Passenger	\$111,736	Yes
QGF	Glaval Bus	Apollo Series - 39 Passenger W/Luggage Rear	\$114,663	Yes
QGG	Glaval Bus	Apollo Series - 24 Passenger w/2-Wheelchair RL	\$113,899	Yes
QGH	Glaval Bus	Apollo Series - 28 Passenger w/2-Wheelchair RL	\$114,607	Yes
QGI	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL	\$115,386	Yes
QGJ	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL	\$115,386	Yes
QVA	Glaval Bus	Titan II LF Series - 10 Passenger-Perimeter w/3-Wheelchair	\$88,051	Yes
QVB	Glaval Bus	Titan II LF Series - 5-Wheelchair	\$87,443	Yes
QVC	Glaval Bus	Titan II LF Series - 12 Passenger w/2-Wheelchair	\$86,773	Yes
QVD	Glaval Bus	Titan II LF Series - 10 Passenger w/3-Wheelchair	\$88,025	Yes
QVE	Glaval Bus	Titan II LF Series - 8 Passenger w/4-Wheelchair	\$88,149	Yes
QVF	Glaval Bus	Titan II LF Series - 7-Wheelchair	\$88,172	Yes
RBA	Goshen Coach	Pacer LTD - 13 Passenger	\$47,997	Yes
RBB	Goshen Coach	Pacer LTD - 14 Passenger	\$48,184	Yes
RBC	Goshen Coach	Pacer LTD - 8 Passenger w/2-Wheelchair	\$53,649	Yes
RBD	Goshen Coach	Pacer II - 13 Passenger	\$48,530	Yes
RBE	Goshen Coach	Pacer II - 6 Passenger w/1-Wheelchair	\$52,640	Yes
RBF	Goshen Coach	Pacer II - 8 Passenger w/2-Wheelchair	\$53,370	Yes
RCA	Goshen Coach	GCII Series - 25 Passenger	\$54,691	Yes
RCB	Goshen Coach	GCII Series - 12 Passenger w/2-Wheelchair	\$55,204	Yes
RCC	Goshen Coach	GCII Series - 16 Passenger w/2-Wheelchair	\$60,596	Yes
RCD	Goshen Coach	GCII Series - 21 Passenger	\$53,673	Yes
RCE	Goshen Coach	G-Force - 16 Passenger w/2-Wheelchair	\$69,209	Yes
RCF	Goshen Coach	G-Force - 22 Passenger w/2-Wheelchair	\$74,035	Yes
RCG	Goshen Coach	G-Force - 24 Passenger w/2-wheelchair	\$75,387	Yes
RCH	Goshen Coach	G-Force - 25 Passenger	\$64,178	Yes
RCI	Goshen Coach	G-Force - 28 Passenger	\$65,887	Yes
RCJ	Goshen Coach	G-Force - 30 Passenger	\$67,239	Yes
RCK	Goshen Coach	G-Force Low Floor - 10 Passenger w/2-Wheelchair	\$128,035	Yes
RCL	Goshen Coach	G-Force Low Floor - 13 Passenger w/2-Wheelchair	\$128,495	Yes
RCM	Goshen Coach	Connection - 9 Passenger w/2-wheelchair	\$53,962	Yes
RCN	Goshen Coach	Connection - 13 Passenger w/2-Wheelchair	\$57,793	Yes
RCO	Goshen Coach	Connection - 15 Passenger w/2-Wheelchair	\$59,493	Yes

RCP	Goshen Coach	Connection - 16 Passenger	\$49,047	Yes
RCQ	Goshen Coach	Connection - 20 Passenger	\$50,844	Yes
RCR	Goshen Coach	Connection - 24 Passenger	\$55,171	Yes
RDA	Goshen Coach	Sentinel - 33 Passenger	\$98,041	Yes
RDB	Goshen Coach	Sentinel - 29 Passenger w/Luggage Rear	\$98,239	Yes
RDC	Goshen Coach	Sentinel - 24 Passenger w/2-Wheelchairs	\$103,216	Yes

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-178
Titled: Purchase of Braun Mobility Vans

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 19, 2012 approved the acceptance of **CONTRACT No. 1112-178**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 19th day of April, 2012.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of April, 2012.



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:

BIDS

PROPOSALS

INVITATION NO.: **BT09-11**

ISSUE DATE: **August 11, 2010**

CATEGORY: **Buses - Shuttle, Transit and Trams**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 2,000 member local governments, districts, agencies in 37 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Wednesday June 2, 2010
PRE-BID/PROPOSAL CONFERENCE:	Thursday July 8, 2010 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Wednesday August 11, 2010
BID/PROPOSAL RESPONSES DUE:	Thursday September 9, 2010 @ 1:00 p.m. CT: H-GAC Clock
PUBLIC RESPONSE OPENING:	Thursday September 9, 2010 @ 2:00 p.m. CT:
RECOMMENDATIONS TO BOARD:	Tuesday November 16, 2010
CONTRACT START DATE & TERM:	January 1, 2011 thru December 31, 2013
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Dave Northrup Phone: 832-681-2515 E-mail: dnorthrup@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - HGACBuy *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **BT09-11**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an HGACBuy contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the HGACBuy staff member listed on the cover of this Invitation for additional information.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. BT01-11

DESCRIPTION: Buses, Shuttle, Transit and Trams

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1. INTRODUCTION

The Houston-Galveston Area Council (H-GAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (End Users). End Users become Members of the H-GAC Cooperative Purchasing Program (HGACBuy) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. HGACBuy, acting on behalf of Members, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by Members during the contract term. Members using the Program issue purchase orders directly to HGACBuy contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the End User agrees with the Contractor that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by End User, and any onsite testing that has been stipulated as part of the order.

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an End User than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either H-GAC or the relevant End User based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be H-GAC.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "Offeror")

Change Order. Request by an End User for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between H-GAC and a successful Offeror which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard H-GAC form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by H-GAC.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "Participant" and "Member")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "Participant" and "End User")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with H-GAC.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "Offeror")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "End User")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [H-GAC].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of H-GAC or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. H-GAC's objective is to ensure that End Users, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a Form A and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate Form A to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is Offeror's sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from H-GAC. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. Offeror shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. H-GAC shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of H-GAC, and shall be considered to be in the public domain.
- e. Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying H-GAC's requirements, or Offeror's/Contractor's obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by H-GAC no later than fifteen (15) calendar days prior to the Response Due Date. H-GAC will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is Offeror's sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. Offeror is advised that all H-GAC contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. Offeror/Contractor must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is Offeror/Contractor's responsibility to insure that this requirement is met, and to supply to H-GAC upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by H-GAC or any End User.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at H-GAC's sole discretion.
- m. The term 'Offeror', or derivative thereof, shall become synonymous with 'Contractor' for any successful Offeror recommended for a contract pursuant to this Invitation.
- n. H-GAC reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price Offeror.
 - Accept responses and award contracts to as many or as few Offerors as H-GAC may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with Offerors, although award may be made without discussion.
 - Request an Offeror to give a presentation of the Response at a time and place scheduled by H-GAC.
 - Exercise any of these rights at any time without liability to any Offeror.
- o. H-GAC reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by H-GAC by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind Offeror, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to H-GAC's insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of End User owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No H-GAC officer, employee, Board of Directors member or member of any H-GAC board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with H-GAC.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any H-GAC board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], H-GAC requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the H-GAC Cooperative Purchasing Program.
- b. **Offeror** must complete Form B and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru H-GAC's Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, Offeror certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. Further, it shall be Contractor's responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by H-GAC. If Contractor does not maintain current licensing, H-GAC reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a Form A from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide Offeror with sufficient information concerning the Products/Services to be contracted such that Offeror can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the Offeror, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from Offerors that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. Offeror shall show proof of ability to provide to End Users prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude Offeror from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual End User.
- a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an H-GAC Product Code, which shall be determined as described in Section B of this Invitation. Offeror shall offer ONLY ONE Product for any particular Product Code. For example, Offeror may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. Offeror MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on Form E.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on Form D.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on Form D.

d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an H-GAC contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what H-GAC considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an H-GAC standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all H-GAC specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in H-GAC's specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than H-GAC's and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include H-GAC "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an H-GAC Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at H-GAC's sole discretion.

b. Offeror is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "Published Option"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, H-GAC reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "Unpublished Option". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any H-GAC contract.
- b. Offeror shall provide detailed Parts and Labor Warranty information with the Response. If Offeror submits a warranty with the Response which does not meet the minimum requirements herein, Offeror agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. Offeror's base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to End User with each Product sold.
- f. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- g. Offeror/Contractor is encouraged to offer extended warranties as an option.
- h. Neither H-GAC nor End User assume any warranty or liability on Contractor's behalf unless made or assumed in writing, initiated by Contractor, and agreed to in writing by H-GAC or the End User respectively.
- i. Contractor shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on Contractor for each sale done thru the H-GAC contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the End User.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more End User Departments may be offered. Determination as to product similarity shall rest solely with Contractor.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of H-GAC and/or the ordering End User, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the Contractor.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination - Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with End User at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. Contractor shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise End User prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with End User's requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by Contractor.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of Contractor. Upon request by End User or H-GAC, Contractor shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to H-GAC only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., Offeror Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, H-GAC Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required H-GAC FORMS and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. Offeror may not modify the format of any H-GAC FORM in any way. Offeror may photocopy or print blank FORMS as needed. Information submitted on the printed copies of the FORMS may not be handwritten except for signatures and initials. It is Offeror's responsibility to insure that printed FORMS are clear and legible. Handwritten and illegible entries may be rejected. Offeror's printed, stamped or typed name shall appear on every FORM submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required H-GAC FORMS. Offeror is strongly advised to make and work with copies of the original electronic FORMS. The originals can then be used to make additional electronic or printed copies of the blank FORMS. Signatures are not required on the electronic FORMS.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the Service Organization which will support Products sold under any H-GAC contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an End User requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of Offeror.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM".

H-GAC shall not be responsible for any Response not properly labeled.

- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to H-GAC. If not destroyed or consumed during testing, samples will be returned upon request at Offeror's expense.
- j. Offeror shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with H-GAC.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. NOTE – Items in the Fourth Section should be supplied ONLY in the Original.

First Section:

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit Offeror to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the H-GAC contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with H-GAC to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

m. By submittal of Response, Offeror certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If Offeror is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to H-GAC up to fifteen (15) calendar days prior to the deadline for response submission. H-GAC shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. H-GAC will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with H-GAC on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by H-GAC prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify H-GAC prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on H-GAC *FORMS* is a significant part of the evaluation process. Offeror shall state clearly all information required on the *FORMS*. Offeror's information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in Offeror's response is inconsistent with the information supplied by Offeror on the H-GAC *FORMS*. In all cases, information on H-GAC's printed *FORMS* supplied as part of Offeror's response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. H-GAC may reject a response if:
 - Offeror missates or conceals any material fact in the Response, or if,
 - Offeror does not strictly conform to law or the requirements of this Invitation.
- b. H-GAC may reject any and all responses, and may reject any part of a response.
- c. H-GAC, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by H-GAC, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by Offeror's authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by Offeror's authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for H-GAC and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which H-GAC will consider.
- c. For each offered Product Item, H-GAC may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of Offeror to submit pricing for frequently purchased options and any H-GAC required options may cause response to be considered non-compliant at H-GAC's sole discretion.

For Proposal Responses:

- e. H-GAC will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that H-GAC may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. H-GAC reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by H-GAC are understood to be included in any contract.
- b. H-GAC shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the H-GAC Board of Directors, a written contract shall be presented to the successful Offeror(s) and shall be subject to acceptance by the successful Offeror(s) within thirty (30) calendar days after presentation by H-GAC. If a contract is not executed within thirty (30) calendar days, H-GAC may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by H-GAC.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by H-GAC to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
1st The contract document signed by H-GAC and Offeror.
2nd This Invitation and all specifications referenced herein.
3rd Offeror's response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by H-GAC to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, Contractor must be prepared to offer a PPB to cover any specific order if so requested by End User. Contractor shall quote a price to End User for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of End User's purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by Contractor and the End User agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by Contractor to H-GAC.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, H-GAC and the End User reserve the right to use the statement or term most favorable to H-GAC and/or the End User.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.

41. TAXES

HGAC and End User participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Offeror shall not include any such taxes in the Response. Further, it shall be the responsibility of Contractor to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to any End User.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the End User of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by H-GAC as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to Contractor. Beyond that:

- a. For any particular procurement to be made under the provisions of an H-GAC contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor will prepare a Contract Pricing Worksheet and provide it to End User. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. End User will send a purchase document to Contractor, which Contractor will fax H-GAC together with the Contract Pricing Worksheet. **NOTE:** Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's H-GAC contract, except for pricing discounts.
- d. H-GAC will prepare an "Order Confirmation" and transmit it to End User and to Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any goods before receipt of both End User's purchase document and H-GAC's Order Confirmation.
- e. On notification that Contractor has received an order, H-GAC will invoice Contractor for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to Contractor, EXCEPT in the

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the End User, collected by Contractor, and remitted to H-GAC by Contractor.

- f. Contractor will deliver products/services ordered, and will invoice End User for products/services accepted by End User. (See other Sub-Section herein dealing with Product Delivery.) Contractor will not invoice before shipment has been made.
- g. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by an H-GAC contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.
- h. Upon delivery of any product/service by Contractor and acceptance by End User, Contractor shall remit to H-GAC the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the H-GAC contract. Note, the Order Processing Charge is due whether or not Contractor has ever received an invoice from H-GAC. Sales executed based on the particulars of Contractor's H-GAC contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by H-GAC in writing. Contractor must have received H-GAC's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to H-GAC in writing and must be received by H-GAC at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include H-GAC Forms D and E, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, Contractor may increase Product pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the End-User.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, Contractor may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and H-GAC will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise H-GAC may allow or reject the change, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, H-GAC may elect to make a contract award to the next low offeror for the item, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with H-GAC..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and H-GAC in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from H-GAC or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by H-GAC, replace any staff members who are not providing the service and expertise deemed necessary by H-GAC for acceptable support of End Users.
- e. Properly prepare and provide to End User a Contract Pricing Worksheet, or a quotation in other format as approved by H-GAC, for each and every order that is to be executed.
- f. Furnish, on request of H-GAC, reasonable data, forms and graphic material to be used in brochures or other print media, or on H-GAC's website.
- g. Allow access to H-GAC authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- h. **Reporting Requirements:**
 - Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - End User name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount
- Reports must be provided to H-GAC in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

- i. Should Contractor default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- End User & Contractor information

Functions

- End User product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All H-GAC Contractors, as a condition of contract, will be required to work with H-GAC and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of H-GAC Cooperative Purchasing business.
Offeror is encouraged to refer to H-GAC's Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact H-GAC for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving End User satisfaction. In that regard, the Contact Person listed on Form A, or an alternate, shall be required to participate in an H-GAC vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manager of H-GAC by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, H-GAC shall give the Contractor written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of H-GAC, default will be declared.

Upon breach of contract or default, H-GAC may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by H-GAC.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, Contractor is expected to expand the scope of its marketing effort to include sales to End Users in all areas of the United States, and/or to assign any H-GAC contract to another contractor(s) as deemed appropriate by H-GAC in the interest of its End Users.

- Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any particular sale, H-GAC will expect Contractor to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by H-GAC.
- Contractor's differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B – PRODUCT SPECIFIC REQUIREMENTS

For

BUSES – TRANSIT & SHUTTLE, AND TRAMS

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PURPOSE & SCOPE

The Houston-Galveston Area Council (H-GAC) is a governmental agency that provides a Cooperative Purchasing Program (HGACBuy), as part of its services to other government agencies. The Program currently makes available over 150 blanket type contracts, covering products and services in more than thirty-five categories, to over 5000 local government participants (End Users) including cities, counties, emergency service districts, school districts, and non-profit organizations. Any local government may participate in the Program so long as their state has "inter-local cooperation authority" or other joint power provisions which will allow participation in cooperative activities. Currently this practice is allowed in almost every state. There are also no costs to join and become a participating member of the HGACBuy Cooperative Purchasing Program.

H-GAC is currently soliciting Competitive Bids for the purpose of selecting qualified manufacturers, distributors or re-sellers, to make their Shuttle/Transit Buses and Trams available to all current and future participants in this Cooperative Purchasing Program. This provides qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase Shuttle/Transit Buses, Trams and other related equipment in an efficient, cost effective and competitive procurement method. This Invitation outlines the minimum design and performance standards, serving only as a starting point upon which HGACBuy Participants can build their final desired Shuttle/Transit Buses, Trams (through options add-ons or deducts). A comprehensive catalog or listing of components or services, related to this bid invitation, shall be priced and included on Form E, and shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to End Users. The Contractor must have the ability to effectively sell and service all HGACBuy Participants. This will be a multi-source contract for all contractors meeting or exceeding the minimum specifications set forth herein.

The HGACBuy Cooperative Purchasing Program was established to provide purchasing services to local governments within the State of Texas, and that remains H-GAC's primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide these products and services to local governments in other states as well. With that authority, H-GAC wishes to make contracted products and services available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- HGACBuy will not make a separate award to Contractors of its Products or Services, for sales in Texas and for sales outside the state of Texas.
- For all product and service items, Contractor must submit a fee rate, which will be valid for products and services to Texas End Users and End Users in other states as well. A Contractor's decision, regarding whether or not to market services outside the State of Texas, may influence or have a bearing on HGACBuy's evaluation of Contractors responses and any subsequent contract(s).

The Contractor shall be able to demonstrate in the Bid Invitation how sales, service, training and support will be provided and achieved throughout the State of Texas as well as nationwide. All sales offices and support centers should be identified, including the number and type of employees at each site.

The Contractor is also encouraged to review the Section on "Out of State Sales Opportunities" and offer strategies on conducting H-GAC sales outside the State of Texas. Contractor shall also demonstrate in the bid response how sales service, training and support will be provided and achieved for out-of-state End Users utilizing this Cooperative Purchasing Program.

For the purposes of this bid, there will not be any bid bonds or any other bond requirements.

SCOPE OF OFFERINGS:

H-GAC's expectation is to receive qualified bids and subsequently to establish blanket contracts for a comprehensive range of Shuttle/Transit Buses, Trams and Equipment to offer Participants in our Cooperative Purchasing Program. In that regard, Contractors are expected to provide a complete offering of their available products and equipment for routine general acquisitions and for possible installation of stated equipment and to include any services, training or maintenance.

Successful bidders who are awarded contracts pursuant to this Invitation will be able to sell awarded base Product Items, as well as quoted upgrades, downgrades, options, accessories and parts to any H-GAC End User, during the term of the contract. Bidder shall supply ample evidence (in the form of technical specifications, brochures, etc.) to demonstrate that the H-GAC specifications have been met and/or exceeded.

This contract is designed to cover a three 3-year period, starting approximately January 1, 2011, however, the parties may agree to one or more 1-year extensions of the contract not to exceed in the aggregate three years.

For the purposes of this bid, awards will be based upon the lowest responsible bidder for each line item. Also, the only Price Change process that is acceptable is that found in Section A, Sub-section 45 on page 16 of 19. Automatic changes or escalators based solely on a PPI code will not be considered.

The purpose of these specifications is to provide minimum requirements for all types of vehicles described herein. Wheelchair lifts space provisions are not a requirement for each vehicle described, but when required the shuttle/transit vehicle must adhere to all the current federal and state regulations and guidelines. These regulations and guidelines must also be followed concerning the adult passengers as well as the drivers. Safety for all passengers must be of the utmost importance. The body lengths, wheelbase, and seating capacity shall be the minimum meeting the requirements for each Type and seat/passenger range bid on. All body, floor and roof joints must be tightly sealed to eliminate drafts and water leaks. Units furnished to these specifications shall meet or exceed all requirements herein. Used, shopworn, and prototype vehicles are not acceptable.

Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation are considered part of the minimum requirements. These features include but are not limited to: adjustable instrument lights, interior sun visor, exterior

backup lamps, variable speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

Competitive Pricing: By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

FTA - ARTICLES & CERTIFICATIONS:

Any Offeror quoting "Buy America" buses shall fully comply with all current rules and regulations of the U.S. Department of Transportation Federal Transit Administration, as exemplified in 'Exhibit A' hereto, "Federal Articles and Certifications", found at the end of this Section B. Offeror must include a completed copy of 'Exhibit A' with the Response, with all Certifications thereto bearing original signature of Offeror's signatory. Offeror also agrees to comply with any requirements a purchaser may have relative to any specific procurement and purchaser's compliance obligation pursuant to FTA Circular C 4220.1F.

NOTE: The Articles & Certification Form found at the end of this section should be attached to your bid document as a hard copy and should also be included in an electronic copy as well. This should be put under a separate tab and labeled as such.

NOTE: An additional designation shall be inserted on the Form D after each Product Code selection using a 'N' for NO or a 'Y' for YES as to whether or not the line item meets or exceeds the "Buy America" designation or not. For any sales of "Buy America" buses made pursuant to a contract award based on this Invitation, Contractor must provide the same Certifications, with original signatures, to End User.

NOTE: Each purchase using Federal funds must adhere to the FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. That Form must be filled out, signed, dated and given to the End User upon delivery of the vehicle. [A copy of this form must be submitted with the bid].

ORDER PROCESSING CHARGE:

As described in Section A, sub-sections 22 & 44, for motor vehicle orders an Order Processing charge will be levied on the End User for each purchase order placed. The Order Processing Charge, a flat \$600 per purchase order, will be collected by Contractor and paid to H-GAC. The Order Processing Charge must also be shown by Contractor on any price quotation provided by Contractor to End User.

ORDERING INFORMATION:

- **General:** Each type of vehicle has been assigned a Product Code number. If an agency needs a vehicle that differs from the base vehicle covered by one of the numbered Product Codes, detailed specifications for the vehicle required must be shown on the Purchase Order to H-GAC, including all manufacturer's model numbers and codes. If a requirement varies from the specification stated for a numbered Product Code, the Product Code number should be shown and then the desired changes listed.
- **Options for Specified Equipment:** Bidders shall include on Form E, all frequently requested factory-installed options for each series offered. Other options, per series may also be included on Form E as applicable or as a noted attachment to the bid
- **Non-Published Options:** Any options not listed on the Priced Options list Form E shall be considered *Non-published Options* and subject to the 25% change order limit.

The procurement process operates as follows:

- End User/Buyer contacts Contractor and discusses requirements.
- Contractor prepares an H-GAC Contract Pricing Quote and provides this to the prospective Buyer. When the Contractor and the End User agree, the Buyer sends a purchase order for the Products or services to Contractor, and faxes a copy to H-GAC.

- For each purchase order received, H-GAC will prepare an "Order Confirmation" and transmits it to both Buyer and Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract that was awarded through a competitive procurement process.
- Contractor delivers the ordered product(s).
- H-GAC will invoice the Contractor for the Order Processing fee due.
- Contractor remits processing fee to H-GAC.

OPTIONS, PARTS & ACCESSORIES:

As part of any response hereto, Contractor is expected to supply a complete listing (i.e. catalog) of other models of Shuttle/Transit Buses, Trams and or other related equipment, model upgrades, model downgrades, options, replacement parts and accessories with bid prices. The listing may be provided on H-GAC Form E, or in such other format as Contractor may desire, e.g. published catalog with pricing. Discounts, if applicable, must also be clearly indicated on the Form E, for ease of evaluation and clarity to End Users. Failure to submit a priced listing of options, parts and accessories may result in Contractor's bid being considered non-compliant.

REGISTRATION:

Successful contractor shall provide necessary documents to enable the purchaser to register the vehicle in the State of Texas or in the state in which the vehicle is to be placed and/or registered. Necessary fees and state taxes will be paid by the purchaser; do not include such fees and taxes in bid price.

BASIC EQUIPMENT CATEGORIES/GUIDELINES & DESCRIPTION:

This bid invitation is divided into twenty-four (24) basic equipment categories or guidelines for ease of evaluation as well as for bidding propose. When submitting a bid, the contractor may choose to give a response to any of the categories listed or all those listed. If selecting more than one Category, the bidder must clearly designate which Category they are referencing. No additional weighted value will be given to a bidder who responds to more than one or to all categories listed. These are guidelines only.

A	Type 1 – Raised Roof Van; 7 ambulatory passenger seats with 1-wheelchair space
B	Type 2 - Shuttle Bus; 8 ambulatory passenger seats with 1-wheelchair space
C	Type 3 - Shuttle Bus; 12 ambulatory passenger seats with 2-wheelchair space
D	Type 3- HD - Shuttle Bus; 20 ambulatory passenger seats with 2-wheelchair space
E	Type 7 – Low Floor Minivan; 3 ambulatory passenger seats with 1-wheelchair space
F	Type 8 – Paratransit Vehicle; Purpose Built, 3 ambulatory passenger seats with 1-wheelchair space
G	Type 11 - Shuttle Bus; 17 ambulatory passenger seats with 2-wheelchair spaces built on a cutaway chassis
H	Type 12 – Shuttle Bus; 17 ambulatory passengers seats with 2-wheelchair spaces, built on a rail chassis
I	Type 14-HD - Trolley Bus; min. 19+ ambulatory pass. seats w/ 2-wheelchair spaces, engine in front
J	Type 14-LD - Trolley Bus; min. 17 ambulatory pass. seat w/ 2 wheelchair spaces engine in rear
K	Type 15 - (L) - Transit Bus; "Low Floor", 35 ambulatory passenger seats w/ 2-wheelchair spaces
L	Type 15 - (H) - Transit Bus; "High Floor", min. 20 ambulatory passenger seats w/ 2-wheelchair spaces
M	Type 16 - (L) - Transit Bus; "Low Floor" min. 20 ambulatory passengers w/2-wheelchair spaces
N	Type 16 - (H) - Transit Bus; "High Floor" 20+ ambulatory passengers w/2 wheelchair spaces
O	Type 16 - (DD) - Transit Bus; "Low Floor" Double-Decker w/2 wheelchair spaces
P	Type 17 - (L) - Hybrid (parallel) -Transit Bus: "Low Floor" 20-24 ambulatory pass. w/2 WC spaces
Q	Type 18 - (L) - Hybrid (parallel) – Transit Bus: "Low Floor" 35+ ambulatory pass. w/2 WC spaces
R	Type 18 - (DD) - Hybrid (parallel) – Transit Bus: Double-Decker "Low Floor" w/2 wheelchair spaces
S	Type 19 - (L) - Hybrid (serial) – Transit Bus: "Low Floor" 20 to 40 pass. – gas, diesel, cng, etc.
T	Type 21 - (L) - Battery – Transit Bus: "Low Floor" 20 to 40 pass. – electric / battery
U	Type 22 - (L) - Transit Bus; "Low Floor" 19+ ambulatory passengers w/2 wheelchair spaces
V	Type 23 - (L) - Transit Bus; "Low floor" 20 to 25 ambulatory passengers w/2 wheelchair spaces
W	Type 25 - Trams
X	Type 26 – Over-the-Road Coach and Security Transport Vehicles – 40' to 45' semi-monocoque construction

A. TYPE - 1: A raised roof van with wheelchair lift, a minimum capacity of seven (7) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat), built on either a GM, Ford, or comparable chassis. GVWR – 9,500 lbs.; Fuel Cap. – 30 gallons; Transmission – Automatic, 5 speed.

B. TYPE - 2: A cut-away chassis, narrow body, straight wall constructed bus with a wheelchair lift, a minimum capacity of eight (8) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on a Ford, GM, or comparable chassis. GVWR – 10,000 lbs.; Fuel Cap. – 35 gallons; Transmission – Automatic, 5 speed.

C. TYPE - 3: A cut-away chassis, wide body, straight wall constructed bus with a wheelchair lift, a minimum capacity of twelve (12) ambulatory passengers, a minimum two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Ford, GM, or comparable chassis. GVWR – 12,300 lbs.; Fuel Cap. – 55 gallons; Transmission – Automatic, 5 speed.

D. TYPE - 3-HD: A cab and chassis bus with a wheelchair lift, a minimum capacity of twenty (20) ambulatory passengers, a minimum of two (2) wheelchair space (to include single passenger flip seat over each wheelchair space), built on a Freightliner, International, or comparable chassis. GVWR – 19,000 lbs.; Fuel Cap. – 65 gallons; Transmission – Automatic, 5 speed.

E. TYPE - 7: A lowered floor mini-van bus with a ramp, a minimum capacity of three (3) ambulatory passengers, built on a Ford, Dodge, or Chevy/GM or comparable chassis. GVWR – 6,050 lbs.; Fuel Cap. – 20 gallons; Transmission – Automatic, 5 speed.

F. TYPE - 8: A low-floor, purpose built, paratransit vehicle with ramp, minimum capacity of three ambulatory passengers and a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space). GVWR – 6,600 lbs.; Transmission 4-speed automatic with overdrive.

G. TYPE - 11: A medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space, built on a rail chassis. GVWR – 19,000 lbs.; Fuel Cap. – 60 gallons; Transmission – Automatic, 5 speed.

H. TYPE - 12: A medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), build on a cutaway chassis. GVWR – 19,000 lbs.; Fuel Cap. – 60 gallons; Transmission – Automatic, 5 speed.

I. TYPE -14-HD: Full size Classic looking Trolley Bus with wheel chair lift, a minimum capacity of seventeen (17) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats. Front engine, diesel powered; 10-Year or 350,000, with a minimum of 19,000# GVWR.

J. TYPE -14-LD: Full size Classic looking Trolley Bus with wheel chair lift, a minimum capacity of seventeen (17) ambulatory passengers and a minimum of two (2) wheelchair spaces to include single/double passenger flip seats. 7-Year or 250,000 miles with diesel powered engine in the rear.

K. TYPE 15 (L): A 10-Year or 300,000 mile LOW FLOOR, 35 to 42 feet long, diesel powered Transit Bus with wheel chair ramp, a minimum capacity of 30 to 35 ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial rail frame.

L. TYPE 15 (H): A 10-Year or 350,000 mile HIGH FLOOR, 29 to 42 feet long, diesel powered Transit Bus with a wheel chair lift, a minimum capacity of 20 ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space), built on a rear engine, frame rail chassis.

M. TYPE 16 (L): A 12-Year or 500,000 miles LOW FLOOR, 25 to 42 feet long, diesel powered Transit Bus, with a wheelchair ramp, minimum capacity of 20 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space).

N. TYPE 16 (H): A 12-Year or 500,000 miles **HIGH FLOOR**, 29 to 42 feet long, diesel powered Transit Bus, with a wheelchair lift, minimum capacity of 20 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

O. TYPE 16 (DD): A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair ramp, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

P. TYPE 17 (L): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 40 feet long, **HYBRID** powered Transit Bus, with a wheelchair lift, minimum capacity of 20 to 25 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, etc.

Q. TYPE 18 (L): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 40 and longer, **HYBRID** powered Transit Bus, with a wheelchair lift, minimum capacity of 35+ ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, etc.

R. TYPE 18 (DD): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair lift, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

S. TYPE 19 (L): HYBRID (serial). A 12-Year or 500,000 mile **LOW FLOOR**, 30 to 40 foot long **HYBRID** powered Transit Bus, with a minimum capacity of 30 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, hydrogen, etc.

T. TYPE 20 (L): BATTERY BUS. A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 35 foot long Battery powered Transit Bus, with 25 to 30 ambulatory passengers, electric w/Lithium Titinate batteries.

U. TYPE 22 (L): A 10-YEAR or 350,000 mile **LOW FLOOR**, 30 to 35 foot long diesel powered transit bus with wheelchair ramp, a minimum capacity of nineteen (19) to twenty-five (25) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial low floor rail frame, 23,500 GVW minimum.

V. TYPE 23 (L): A 7-YEAR or 150,000 mile **LOW FLOOR** one step passenger boarding on a cutaway chassis, 14,200 GVWR. Fuel choices are gas, diesel, CNG or comparable (ICE), with twenty (20) to twenty-five (25) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space).

W. TYPE 25 (L): Trams, custom built power car chassis, low floor, and one step passenger boarding with 4-wheel self-tracking steering. Trams can be powered by gasoline, propane, diesel, CNG and electric motors or engines.

X. TYPE 26: A 12-Year or 500,000 mile, Over-the-Road Coaches, 40' to 45' long, semi-monocoque construction, with high floor, underfloor baggage bays, forward facing seating, GVWR 46,000 to 52,000 lbs, 43 to 57 passengers with optional wheel chair lift and two (2)-wheelchair positions (to include passenger flip seats over each wheelchair space. Available in diesel, hybrid or CNG.

PRODUCT CODES:

For the purposes of this Invitation and any subsequent contract, ALL Base Product Items to be offered are identified by a three (3) character Product Code as determined from the Product Code Tables below. The first character designates the manufacturer (see below) the second character designates the primary equipment category (shown above), and the third designates the specific manufacturer model. Bidder shall determine which specific line items to bid and shall quote a price on the appropriate line on Form D. {Due to the increased number of

manufacturers and equipment listings, the manufacturer and the model listing may have a two character (letter) rather than a one character (letter). The Product Code, in most cases, is shown in an alphabetical sequence for ease of identification purposes only.) Upgrades or downgrades to different base bid models shall be bid as options on Form E, with pricing equal to the differential amount between the base Product Item bid price on Form D and the optional model cost.

Manufacturer	
A	A & G Mercury
B	Alexander Dennis
C	Arboc Mobility
D	Blue Bird
E	Braun
F	Champion Motor Coach
G	Chance Morgan
H	Coach and Equipment
I	Collins Bus Corporation
J	Diamond Coach Corporation
K	Double K Corporation
L	ElDorado National
M	Elkhart Coach
N	Freedom Motors
O	General Coach
P	Gillig Corporation
Q	Glaval Corporation
R	Goshen Coach
S	IC Bus, LLC
T	MCI
U	Mid Bus, Incorporation
V	New Flyer
W	North American Bus Industries
X	NOVA Bus Corporation
Y	Proterra, LLC
Z	Specialty Vehicles
AA	StarCraft Bus
BB	StarTrans Bus Division
CC	Trams International
DD	Tug Technologies
EE	Turtle Top
FF	Vehicle Production Group (VPG)

Note: The vehicles covered by this specification have been pre-listed on Form D for bid purposes.

ESTIMATED QUANTITIES:

An estimated quantity, of between 1 to 600 buses for this bid, is based on past performance and should not be considered actual pass-through quantities to be purchased through HGACBuy Cooperative Purchasing Program.

SPECIFICATIONS AND STANDARDS:

Equipment offered for sale pursuant to any H-GAC contract shall comply with all applicable requirements of the most recent version of following documents and publications:

AMERICAN SOCIETY FOR TESTING AND MATERIALS, 1916 Race Street, Philadelphia, Pennsylvania 19103: ASTM A 606 - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.

NATIONAL TRUCK EQUIPMENT ASSOCIATION, 25900 Greenfield Rd. #410, Oak Park, MI: NTEA - Hydraulic Conversion Hoist classification Charts

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), 400 Commonwealth Drive, Warrendale, PA. 15096:

- a. SAE J377 - Standard for Performance of Vehicle Traffic Horns.
- b. SAE J544b - Recommended Practice for Starting Motor and Generator Curves.
- c. SAE J551/12 - Vehicle Electromagnetic/Interference (EMI/RF).

EXHAUST EMISSION STANDARDS - Automobiles and trucks furnished to this specification shall meet the applicable requirements of the Environmental Protection Agency's **Exhaust Emission Standards** (40 CFR 85) as issued under authority of the **Clean Air Act**, as amended (42 USC 1857).65.2

SUPERINTENDENT OF DOCUMENTS, U.S. Government Printing Office, Washington, D.C. 20402:

- a. CFR, Title 40, Part 85 - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- b. DOT, Title 49, Part 393 - Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (Public Law 89-563):

- a. FMVSS No. 108 - Lamps, Reflective Devices, and Associated Equipment.
- b. FMVSS No. 209 - Seat Belt assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- c. FMVSS No. 210 - Seat Belt Assembly Anchorages - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- d. FMVSS No. 301 - Fuel System Integrity.

FEDERAL STANDARDS:

- a. No. 595A – Colors No. TT-C-520B - Coating Compound, Bituminous, Solvent Type, Underbody for Motor Vehicles. To include all latest updates and revisions.
- b. CID A-A-59295, dated 9/9/1998, Corrosion Preventive Compounds, covering solvent dispersed compounds for spray, brush or dip applications. (Undercoating).
- c. United States Occupational Safety and Health Administration (OSHA) - Construction Safety and Health Regulations Section 1926.601 - Motor Vehicles.

AMERICANS WITH DISABILITIES ACT (ADA)

NOTE: This section is required by law for any public transportation equipment.

- a. New buses, to be considered accessible by regulations issued by the U. S. Department of Transportation in 49 CFR parts 37, shall comply with the applicable provisions of this subpart.
- b. If portions of the vehicle are modified in a way that affects or could affect accessibility, each such portion shall comply, to the extent practicable, with the applicable provisions of this subpart. This provision does not require that inaccessible buses be retrofitted with lifts, ramps or other boarding devices.

STATE OF TEXAS - GENERAL SERVICES COMMISSION, Specifications Section, P.O. Box 13047, Austin TX 78711:

- a. No. 055-20-01 Specification for Gasoline to Compressed Natural Gas Conversion Systems.
- b. No. 055-20-02 Specification for Gasoline to Liquefied Petroleum Gas Conversion Systems.
- c. No. 070-AT-2005 Section A Specification for 2005 Model Automobiles and Trucks. NOTE: 2006 State of Texas GSC Specifications book not out at this time.

TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE BOARD Administration, Licensing, and Enforcement, 125 East 11th Street, Austin, Texas 78701-2483

RAILROAD COMMISSION OF TEXAS, Liquefied Petroleum Gas Division, P.O. Box 12967, Austin TX 78711-2967:

- a. **Regulations for Compressed Natural Gas (November, 1990)**
- b. **Safety Rules-Liquefied Petroleum Gas Division (November, 1990)**

QUALITY AND WORKMANSHIP:

- Product/service design shall embody the latest approved product/service engineering practices and in compliance with all requirements.
- Workmanship shall be of the highest quality possible in its respective field. Special consideration shall be given to the following points: (1) Accessibility of various components which require periodic maintenance operations; (2) Ease of operation, and driving if applicable.
- Construction shall be based on providing product/service which will serve for an expected 10+year life with safety factors as specified in the specifications.
- Weldments shall not be employed in the assembly of the Product/service in a manner which will prevent ready removal of any component part for service and/or repair.
- All exposed sharp metal edges shall be filed/sanded to prevent possible injury to personnel operating the product/service. All Product/service delivered under an H-GAC contract may be subject to inspection to ensure compliance with this paragraph.

ALL STANDARD AND COMMON FEATURES:

- **Each vehicle identified on the Form D shall be considered to have all standard and common features.** Each vehicle identified on the Form D shall have back-up product literature, cut/sheets or another form of product brochure that indicates or describes exactly what all the common or standard features are for each Base Item Product. These brochures shall be under a separate TAB and shall be identified as to Product Code. Some features will be related to safety and others to driver and for passenger convenience, which are generally provided in a transit vehicle without customer stipulation. Those features include but are not limited to; adjustable instrument lights, interior sun visors, exterior backup lamps, two-speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.
- Certification of ISO 9001:2000 Compliance: The manufacturer of the buses shall have a proven, third-party certified quality control system in place and shall be ISO 9000:2000 certified at the facility that will produce the buses as bid. **Written certification of this ISO compliance shall be included with the bid submission documents.** A copy of the bus manufacturer's ISO approved Quality Assurance Manual (cover page only with company identification and compliance registry number) shall also be submitted with the contractors bid package. In lieu of this ISO compliance, HGAC will allow a bus manufacturer, that has a long established history in the business of manufacturing buses and has a comprehensive Quality Assistance Program already in place to be considered for this solicitation. All such manufacturers must submit its Quality Assistance Program Manual (in its entirety) with their bid, both as a paper document and as an electronic document. Additional information shall be included with the QA Manual such as; company history (start date), how long the QA Program has been in existence, complaint history and resolutions, are there outside third party certifications of the Program, or any other additional information that would be helpful for H-GAC evaluation.
- For each line item bid, Offeror must be able to verify sales of at least 250 units in order to substantiate that the item has been fully tested in the marketplace. **EXCEPTION:** An exception to the 250 unit minimum shall be granted for new models, but Contractor must fully disclose to END USER that the bus is a new model and has not yet met the 250 unit requirement and must give the END USER a list of purchasers of the new, with contact information.
- Each wheelchair position will have flip-seats installed as per the bidder's floor plan for use when the wheelchair position is not occupied by wheelchairs. Flip-seats shall be provided with seat belts. Seat belt locking devices shall be of high quality, easy to latch and unlatch. The seats shall be of the same design as the other passenger seats. The bottom of the flip-seats shall be aluminum, ABS or carpeted. The type of

flip-seat shall be indicated on the floor plan given to the End User prior to submission of an End User Purchase Order.

- The wheelchair positions shall be provided with restraint devices that will secure the wheelchair and the wheelchair passenger while in the wheelchair. These devices shall be adjustable to accommodate varying track widths of wheelchairs. Each wheelchair shall have a four-point securement (2 at the front and 2 at the rear). The Wheelchair securing retractors shall be fully automatic, self-tensioning and self-locking with recessed anchor points of sufficient strength to secure a wheelchair. Retractors and belts shall store in a convenient storage compartment. The entire securement system shall comply with all applicable regulations including the ADA regulations.

GENERAL INFORMATION AND REQUIREMENTS:

- Unless otherwise specified in an End User Purchase Order, vehicle manufacturer's standard advertised/published accessories for units shall be chassis-factory installed. Requested optional equipment on units shall be furnished and installed by the chassis manufacturer, or shall be furnished and installed by other manufacturers, provided all specified minimum requirements are met.
- Under no circumstances shall any cutaway chassis equipment be mounted to any unit by means of weldments to the Frame, at any point between the front of the front spring hanger to the rear of the rear spring hanger. Also, holes for bolting purposes shall be drilled in an acceptable manner. Burning shall not be acceptable under any condition to provide said holes. Further, no holes shall be drilled in either the top or bottom flange of truck frames with the exception of holes drilled in the section behind the rear-most attachment of the rear spring hangers or for preformed, factory-made frame rail bolt holes for subsequent body installation. Welding or torch cutting shall be confined to "boxing" the rear end of truck. All such work shall be confined to area behind rear spring hangers. Chassis frame rivets shall not be removed or cut flush with frame for any reason.
- Safety plaques (or decals) shall be furnished on both sides of any bus bodies where applicable. These safety plaques (or decals) shall include necessary warnings and precautions. Permanent plaques are preferred to decals. Plaque or decal indicating the vehicle height must be posted within easy view of the driver. All decals such as; emergency exit, steps, wheelchair lift, etc shall be permanent and shall be in accordance with ANSI 535 4-1991 or latest revision.
- Do not install or attach decals or markings of any type pertaining to dealer/manufacturer advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any unit of government.
- The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued to the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO may satisfy this requirement. Odometer and MSO shall be presented by contractor to the end user at the time of delivery.
- It is the bidders responsibility to calculate the actual loaded weight of the vehicle, to include all options, and to provide a higher GVWR if required.
- Successful bidders shall furnish buses meeting or exceeding the minimum requirements of this document, equipped exactly as listed for models in the various parts of this specification and with any other requirements specified in an End User P.O. The buses shall be completely assembled, serviced, adjusted, and including all standard equipment including standard and optional equipment installed. The units shall have been made ready prior to delivery to the end user/purchaser for continuous operation. Standard equipment shall include those components and accessories usually and ordinarily furnished without additional cost on regular production models.

AIR CONDITIONING:

The installed air conditioning system shall cool the interior of the vehicle to 80° F measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be (1) near the driver's location (2) at the mid-point of the body and (3) two feet forward of the rear of the vehicle. The air conditioning system shall be considered a vital necessity for both driver and passengers alike and never treated as a possible cost savings area.

The systems compressors, condenser, evaporators shall all be sized accordingly not be down-sized in any way that could lessen or cheapen the overall system as a whole. The system shall also be compatible with the vehicles engine so as not to put an undue strain on the engine or its components. All the components of the air conditioning system, shall meet or exceed the SAE-j2064 type d specifications or latest revisions. The air condition system shall be controlled from the driver's seated position and shall include a low pressure switch in order to provide protection to the system's compressor in case of low or sudden loss of R-134A refrigerant.

SAFETY EQUIPMENT:

The following applies to all types buses:

- **First Aid Kit:** The first aid kit shall be a Standard 24 unit First Aid Kit to include one way airway apparatus and one pair of disposable gloves. Kit shall be securely mounted near the driver's seat.
- **Fire Extinguisher:** The fire extinguisher shall be a minimum of five (5) pound dry type (BC rated), securely mounted near the driver's seat.
- **Reflectors:** Three (3) triangular reflectors with a storage container shall be provided, securely mounted near the driver's seat.
- **Back-Up Alarm:** Back-up alarm that is electrically operated and produces an intermittent sound when the vehicle is shifted into reverse shall be furnished to warn others while vehicle movement is in reverse. The alarm shall meet or exceed SAE J994B standards or latest revised standards.
- **Fresnel Lens:** Fresnel Lens shall be provided on the rear windows of the vehicle where applicable.

BUMPERS:

The rear bumper shall be of sufficient strength to allow the vehicle to be pushed without damage.

LIGHTING:

Overhead entrance and stepwell lights shall provide no less than five foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open. Overhead and stepwell lights shall be wired to and activated automatically by door control and by a separate dash mounted switch.

All exterior lights, with the exception of headlights, passenger entry door, lift door, curb light, and rear backup lights shall be Light Emitting Diode (LED) lights. Lighting shall be in accordance with Federal Motor Carrier Safety Regulations 393.12, or its latest revisions. All lights shall have wire long enough to move the light at least six inches (6") from vehicle for service. Lights shall be grounded to body framing structure. All lights shall be sealed from moisture. Marker lights shall be armored, surface mounted. Center brake light shall be furnished.

HEATING AND DEFROSTING:

A rear hot water heater with blower fan shall have a BTU rating of at least thirty thousand (30,000) shall be installed under a seat near the rear of the vehicle. The controls shall be readily accessible to the driver. Heater hose connections shall be installed above the floor of the vehicle body and through the fire wall to the engine compartment. Easily accessible all brass gate valve(s) shall be furnished to cut off the flow of coolant water to the rear heater.

SERVICE MANUALS:

A line setting sheet and manual(s) containing operating and servicing instructions for the vehicle shall be provided with each vehicle. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for each vehicle including the vehicle's driveline components. Necessary warning and safety precautions shall be included. In addition, manual(s) containing illustrated parts lists, operating and servicing instructions for related, ad special equipment supplied with the vehicle shall be provided with the vehicle. In addition, Bidder will quote as a published option, any service or operating manuals commercially available from the manufacturers of each component of the vehicle.

PRE-DELIVERY SERVICE:

All units shall include new vehicle pre-delivery service and the following service shall be performed before the units are delivered to the receiving agency:

- All fluid levels checked and maintained with the proper grade and type of fluids.
- Pre-delivery inspection and service on chassis.
- The interior and exterior of units shall have been cleaned and washed.
- When so specified in an End User Purchase Order, the vendor or its representative which is authorized will indicate that service was performed and that inspection indicates the product is in good condition and ready for delivery.

DELIVERY OF EQUIPMENT TO END USERS:

The successful Bidder under contract with H-GAC shall be responsible for delivery and acceptance of each piece of equipment delivered to the End User according to the requirements of these specifications, the contract with H-GAC, and the purchase order issued to the Bidder by H-GAC on the End User Agency's behalf. All required tests of equipment, certifications and licensing shall be borne by the Bidder/contractor.

WARRANTY & MAINTENANCE:

Warranties submitted with the bid response shall be in lieu of all other warranties, expressed or implied, all other representations to H-GAC, and/or the End User Agency, and all other obligations or liabilities, including liability or incidental or consequential damage on the part of the bidder. Neither H-GAC nor the End User assume any warranty or liability on the bidder's behalf unless made or assumed in writing initiated by the bidder and agreed to in writing by H-GAC or the End User.

- Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Bid Invitation. The Warranty and Maintenance Services, including Extended Maintenance Agreements, must be described in detail on the **Form E**.
- Contractor will warrant against defects in workmanship of product for a period of one (1) year from the date of acceptance of said equipment. This shall include but not limited to all parts, labor and related travel expenses.
- Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.
- Contractor must provide, on **Form E**, a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.
- Extended Maintenance Agreements (post warranty maintenance agreements) are considered a part of this agreement and can include both remedial and preventive maintenance services to include all labor and parts (except consumables).
 - a. An additional agreement containing the extended maintenance may need to be signed by the Contractor and End User.
 - b. If purchased by the End User, the initial period begins after the expiration of the initial warranty period (minimum 1-yr.), and shall provide the same terms and conditions of the initial warranty.
 - c. Contractor shall state on **Form E**, the annual Extended Maintenance Agreement cost for all equipment and components.

MULTIPLE UNIT DISCOUNTS:

The bidder must state in their bid response on **Form E**, any discounts for End Users placing multiple unit orders per purchase order and exactly what parameters must be met in order to receive those additional pricing discounts.

IMPORTANT NOTE: Federal Legislation – (SAFETEA-LU) bill, Public Law 109-59 as passed by Congress and signed by the President, in 2005. Section 3025(i) reads as follows; "Bus Dealer Requirements – No State law requiring buses to be purchased through in-State dealers shall apply to vehicles purchased with a grant under this chapter." HGACBuy is making reference to this federal statute as it applies, because of the Section A, Sub-heading 14 on page 8 of 19, TEXAS MOTOR VEHICLE COMMISSION CODE AND LICENSING, found within this bid offering. As a governmental entity within the State of Texas we must continue to comply with this directive and request the state licensing requirements be met as required.

NOTE: At no time shall this contract be used for the purchase of used or previously owned equipment. Purchases shall always be for the most current make/model of equipment

NOTE: The following Exhibit 'A', Federal Articles and Certifications should be signed and submitted with the bid response as a 'hard copy' and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following Exhibit 'B', a short section of FTA Circular 4220.1F, Transit Vehicle Manufacturers Certificate of Compliance, it must be signed and submitted with the bid response as a 'hard copy' and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following Exhibit 'C', is the cover page for the FTA Circular 4220.1F, Third Party Contracting Guidance, must be signed and submitted with the bid response as a 'hard copy' and as an electronic copy as well. Signing this single cover sheet signifies compliance with this entire FTA Circular. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following Exhibit 'D', Third Party Procurement Requirements must also be signed and submitted with the bid response as a 'hard copy' and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

[All Exhibits are located at the end of the bid document following the ProForma Contract]

INSTRUCTIONS AND REFERENCES:

It is extremely important that you follow all response instructions including those found in Section A, Sub-heading 27 starting on page 11 of 19. Also, a list of References indicated in Section A, Sub-heading 9, page 6 of 19. A checklist found in the Forms Section can be a helpful guide and each line of that form must be initialed.

End of Section B
For Information About This Invitation, Please Contact:
Dave Northrup
Ph: 832.681.2515
Fax: 713-993-4548
E-mail: dnorthrup@h-gac.com



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: BT01-11

Title: Buses, Transit, Shuttle and Trams

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Exhibits:	Exhibits A thru D

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* may not be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION AND CONTRACT SIGNATORY
(DO NOT Handwrite)

Invitation No.: BT01-11

Invitation Title: Buses, Transit, Shuttle and Trams

Offeror Company: National Bus Sales & Leasing, Inc.

(Legal name of business which will appear on contract, if awarded)

Offeror Status: Manufacturer Dealer/Distributor Other

Response Type(1): Single Offeror Acting
Alone Or As Lead Multiple Offerors
Acting Jointly

Contract Signatory(2): Troy Raley Title: General Manager

Mailing Address(3): 15580 Highway 114 Justin TX, 76247

Street/PO Box City State & Zip

Physical Address: 15580 Highway 114 Justin TX, 76247

Street City State & Zip

Phone: 817-636-2365 Fax: _____

Email Address: traley@nationalbussales.com

Federal Tax ID No.: 58-1216021 Web Page URL: _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): Troy Raley Title: General Manager

Mailing Address: 15580 Highway 114 Justin TX, 76247

Street/PO Box City State & Zip

Physical Address: 15580 Highway 114 Justin TX, 76247

Street City State & Zip

Toll Free Phone: 800-282-7981 Fax: 817-636-2947

Email Address: traley@nationalbussales.com

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory Acknowledges the Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: T. Raley

Title: General Manager

Printed Name: Troy Raley

Date: 7-Sep-10

Title: Buses, Transit, Shuttle and Trams

Offeror: National Bus Sales & Leasing, Inc.

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs) (See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measurable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title: General Manager

Date: 9/7/2010

HUB Status Of Offeror

Offeror is a HUB, as detailed below. Offeror is not a HUB.

Designation(s): HUB DBE MBE WBE Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

 Subcontractor List attached. No Subcontractors will be used.

Title: Buses, Transit, Shuttle and Trams

Offeror: NATIONAL BUS SALES & LEASING INC.

This FORM is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Initial

1	An "Original" hard copy of the <u>COMPLETE</u> submission, including all required FORMS, plus one copy, each in a separate hard-sided 3-ring binder.	WF
2	A copy of the <u>COMPLETE</u> submission, including all required FORMS, in electronic format (CD, DVD, flash drive).	WF
3	An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	WF
4	The required list of References.	WF
5	Details of "Service Organization", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	WF
6	Complete Warranty Documentation for all Products offered.	WF
7	The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered.	WF
8	Form CIQ, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	WF
9	If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	WF
10	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	WF
11	All line items on the Form D (that your company is bidding) has both a price and a (yes or no) inserted in the box provided as to whether products offered are "Buy America Certified".	WF
12	All Altoona Test Certifications have been submitted with the bid document.	WF
13	All ISO-9001:2000 Certifications have been submitted with the bid documents. QA manuals in lieu of these ISO Certificates.	WF
14	Exhibits A, B and C submitted and signed. These forms must be submitted in paper-form as well as submitted electronically.	WF
15	FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. (Signed copy like the form that is given to the End User upon purchase of your product.)	WF

EXHIBIT 'A'
FEDERAL ARTICLES AND CERTIFICATIONS

(1) FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (5) dated October, 1998) between "END USER" and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

(2) OFFICIALS NOT TO BENEFIT

- A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- B. No member, officer or employee of "END USER", or of any other local public body having jurisdiction over "END USER", during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.
- C. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required under this Contract. In the event any question of possible conflict should arise, the determination of "END USER" shall be controlling. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

(3) COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty "END USER" shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

(4) BUY AMERICA

- A. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
- B. A bidder or offeror must submit to "END USER" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled "Buy America Certification".

(5) ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. __ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. __ 794; 49 U.S.C. __ 5301(d); and any other applicable Federal regulations, including any amendments thereto.

(6) FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall furnish to the Contracting Officer, at time of delivery, a certification of compliance that each bus is in compliance with the Federal Motor Vehicle Safety Standards established by the Department of Transportation, which are in effect at time of bus manufacture.

(7) ENVIRONMENTAL REQUIREMENTS

Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. Environmental Protection. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. __ 4321 et seq.

- B. Air Quality. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Contractor agrees to report each violation to "END USER", to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- C. Clean Water. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to "END USER", to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- D. Use of Public Lands. Contractor shall ensure that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used under this Contract unless the FTA makes the specific findings required by 49 U.S.C. 303.
- E. Historic Preservation. Contractor shall assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. 470f, involving historic and archaeological preservation.
- F. Mitigation of Adverse Environmental Effects. Contractor shall take all reasonable steps to minimize adverse environmental effects in accordance with 49 U.S.C. 5324(b), and all other applicable Federal laws and regulations, specifically the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- G. Energy Conservation. Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.

(8) MOTOR VEHICLE POLLUTION REQUIREMENTS

Contractor shall provide a certification in writing that:

- A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B. All gases and vapors emanating from the crankcase of a start-ignition engine are controlled to minimize their escape into the atmosphere.
- C. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

10 RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11 FLY AMERICA

Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

12 CARGO PREFERENCE—USE OF UNITED STATES-FLAG VESSELS

Contractor agrees:

1. to use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;
2. to furnish within twenty (20) days following the date of loading for shipment originating within the United States or within thirty (30) days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1) above to the Division of National Cargo, Office of Market Development, Maritime Administration,

Washington, D.C. 20590, and to "END USER" (through Contractor in the case of a subcontractor's bill-of-lading); and

3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

13 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. See bidding/proposing form entitled "Certification of Restrictions on Lobbying".

14 DEBARMENT AND SUSPENSION

A. Contractor, including any of its officers or holders of a controlling interest, is obligated to inform "END USER" whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during performance of this Contract, it shall so inform "END USER".

B. Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

15 AUDIT AND AVAILABILITY OF RECORDS

A. Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

B. Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

C. "END USER" shall have the right to examine and audit all books, records, documents, and other data of Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

D. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

F. Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over \$10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under "END USER"’s prime contract.

16 FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. 3801 et seq. And U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. 5307, the Government reserves the right to impose the penalties of 18 U. S. C. 1001 and 49 U. S. C. 5307 (n) (1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1 in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any "END USER" requests, which would cause "END USER" to be in violation of the FTA terms and conditions.

18 NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. "END USER" and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to "END USER", Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

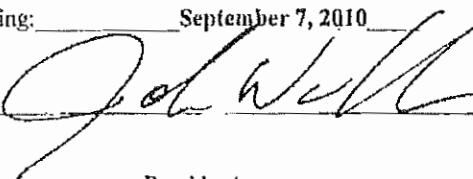
B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

BUY AMERICA CERTIFICATE

Bidder/Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1), and the applicable regulations in 49 CFR Part 661.

Name of Bidder/Contractor: National Bus Sales and Leasing, Inc.

Date of Signing: September 7, 2010

Signature: 

Title: President

OR

Bidder/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Name of Bidder/Contractor: _____

Date of Signing: _____

Signature: _____

Title: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

1) No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

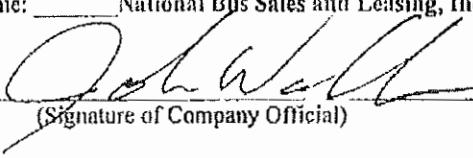
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-1 L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 7 day of September, 2010.

Company Name: National Bus Sales and Leasing, Inc.

By: 

President
(Title of Company Official)

CARGO PREFERENCE

Bidder/Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved (computed separately for dry bulk carriers, dry cargo liners, and tankers), whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Bidder/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and to METRO (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

Bidder/Contractor also agrees to insert the substance of the Contract article, entitled "Cargo Preference - Use of United-Flag Ships" in all subcontracts issued pursuant to the Contract.

Signature: John Wall

Typed Name: John Walsh

Title: President

Company: National Bus Sales and Leasing, Inc.

Date: September 7, 2010

DEBARMENT AND SUSPENSION (SHORT FORM CERTIFICATION)

(Applicable for prime contracts and subcontracts with a value greater than \$25,000 and not exceeding \$100,000)

The undersigned certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Company is unable to certify to any of the statements in this certification, the Company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the Company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The Company does/does not (strike one) have in-house legal counsel.

Company Name: National Bus Sales and Leasing, Inc.

By: John Walker 9-7-2010
(signature of company official) Date

President
(title of company official)

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for Not Applicable hereby certifies

that _____ Not Applicable _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

(Signature of Company's Attorney)

Date _____

DEBARMENT AND SUSPENSION (LONG FORM CERTIFICATION)

DISBURSEMENT AND SUSTECTION (LONG FORM CERTIFICATION)
(Applicable for prime contracts and subcontracts with values exceeding \$100,000)

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Company is unable to certify to any of the statements in this certification, the Company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the Company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The Company does/does not (strike one) have in-house legal counsel.

Company Name: National Bus Sales and Leasing, Inc.

By:  9-7-2010
(signature of company official) Date

President
(title of company official)

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for Not Applicable hereby certifies that

Not Applicable has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Company's Attorney Date

EXHIBIT 'B'**FTA CIRCULAR 4220.1F****TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2009 through Sept. 30, 2010) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: Champion Bus, Inc.

Manufacturer Representative Signature: Kathleen Baffrey

Dealer: National Bus Sales & Leasing Inc.

Dealer Representative Signature: [Signature]

Date: 09-08-10

EXHIBIT 'B'**FTA CIRCULAR 4220.1F****TRANSIT VEHICLE MANUFACTURERS (TVM)****CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

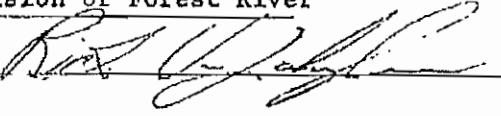
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The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: Elkhart Coach, Division of Forest River

Manufacturer Representative Signature: 

Dealer: _____

Dealer Representative Signature: _____

Date: _____

EXHIBIT 'B'**FTA CIRCULAR 4220.1F****TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

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The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: GLAVAL BUS

Manufacturer Representative Signature: Heidi Smart

Dealer: _____

Dealer Representative Signature: _____

Date: 09-02-10

EXHIBIT 'B'**FTA CIRCULAR 4220.1F****TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2009 through Sept. 30, 2010) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: Goshen Coach, Inc.

Manufacturer Representative Signature: X/TAH

Dealer:

Dealer Representative Signature:

Date: 8/12/10

EXHIBIT 'B'**FTA CIRCULAR 4220.1F****TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2009 through Sept. 30, 2010) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: All American Specialty Vehicles/Afrosoo Mobility LLC

Manufacturer Representative Signature: John Bent

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Exhibit 'C'



U.S. Department
of Transportation

Federal Transit
Administration

Subject: **THIRD PARTY CONTRACTING GUIDANCE**

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010

1. **PURPOSE.** This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and includes the most current available guidance for the Federal public transportation program as of the date of publication.
2. **CANCELLATION.** This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.
3. **AUTHORITY.** Federal Transit Laws, Title 49, United States Code, Chapter 53.
4. **WAIVER.** FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.
5. **FEDERAL REGISTER NOTICE.** In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.
6. **AMENDMENTS TO THE CIRCULAR.** FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: <http://www.fta.dot.gov/>. The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."
7. **ACCESSIBLE FORMATS.** This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats, telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

Name of Company National Bus Sales & Leasing, Inc.	Printed Name of Person Completing Form Troy Raley
Date September 7, 2010	Signature

Exhibit 'D'

Consolidated Certification Form

Third Party Procurement Requirements

I. FOR ALL BIDS:

The underlined vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2010 Certifications and Assurances, and shall download the same at: http://www.fta.dot.gov/documents/2010-Certs-Appendix_A.pdf.

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.48 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preferences : Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 49 U.S.C. §1005 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

I. Contract Work Hours

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sum to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontract. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) Payroll and basic records - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J Civil Rights

(1) Non-discrimination - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §5102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply.

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000d, and Federal transit law at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, promotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §5523 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age, and comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and to comply with any implementing requirements FTA may issue.

K. **Albion Test Certification** (Check one of the following)

The vehicle has been Albion tested, report number See enclosed

The vehicle is exempt from testing 1AW 49 CFR 665.

The vehicle is currently being tested at Albion.

Federal funds will not be released until the purchasing agency receives a copy of the Albion test report, as appropriate, per 49 CFR 665.

L. **Federal Standards**

The VENDOR agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53, applicable U.S. DOT third party procurement and financial administration regulations at 49 C.F.R. § 18.38 or 49 C.F.R. §§ 19.40 - 19.48, with FTA Circular 4220.1F, "Third Party Contracting Guidance," and any later revision thereto, and other procurement requirements in effect now or as amended to the extent applicable.

M. **Federal Motor Vehicle Safety Standards (FMVSS)**

Any vehicles provided by the vendor will comply with all applicable FMVSS.

N. **Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

O. **Right of the Federal Government to Terminate**

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purpose of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been wilfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

P. **Disputes, Bankruptcy, Defaults, or Other Litigation**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

II. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The Vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension:

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction, violation of Federal or state antifraud statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water Act:

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 507401 et seq. The vendor agrees to report such violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report such violation as required to assure notification to the FTA and the EPA.

II. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 581, providing Buy America compliant manufactured goods.

The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 581.

Buy America Certification

Name of Company National Bus Sales & Leasing Inc.	Printed Name of Person Completing Form Troy Raley
Date September 7, 2010	Signature

B. Non-Lobbying

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

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company National Bus Sales & Leasing Inc.	Printed Name of Person Completing Form Troy Raley
Date September 7, 2010	Signature

IV. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications.
- B. The undersigned vendor certifies that it has read all of the bid documents and agrees to abide by the terms, certifications, and conditions thereto.

Name of Company National Bus Sales & Leasing Inc.	Address 15580 Highway 114, Justin, TX 76247																
Telephone 817-636-2365	Printed Name of Person Completing Form Troy Raley																
Date September 7, 2010	SSN or Tax ID # 58-1216021																
Description of Commodity or Service Transit equipment																	
<table border="1"> <thead> <tr> <th colspan="2">Disadvantaged Business Enterprise Information</th> <th colspan="2">Type of Organization (check)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)</td> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input type="checkbox"/> General Partnership</td> </tr> <tr> <td colspan="2">If yes, what type?</td> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Limited Partnership</td> </tr> <tr> <td colspan="2"></td> <td><input type="checkbox"/> Limited Proprietorship</td> <td></td> </tr> </tbody> </table>		Disadvantaged Business Enterprise Information		Type of Organization (check)		Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership	If yes, what type?		<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership			<input type="checkbox"/> Limited Proprietorship	
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