

STATE OF TEXAS                   §

  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR ADA COMPLIANT TRANSIT VANS AND BUSES  
STATE OF OKLAHOMA CONTRACT NO. SW0797C**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Model 1 Commercial Vehicles, Inc., (hereinafter "Model 1"), a company authorized to conduct business in the State of Texas (may be referred to individually as the "party" and collectively as the "parties").

WITNESSETH

WHEREAS, County desires to purchase Americans with Disabilities Act (ADA) Compliant Transit Vans and Buses as will be more specifically described in this Agreement (hereinafter "Services") utilizing State of Oklahoma Contract No. SW0797C; and

WHEREAS, Model 1 represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Recitals**

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

**Section 2. Scope of Services**

- A. Model 1 shall render Services in accordance with Model 1's Quotes dated March 26, 2025, and May 8, 2025, attached hereto as Exhibit "A" to this Agreement and incorporated by reference for all purposes, utilizing State of Oklahoma Contract No. SW0797C, attached hereto as Exhibit "B" to this Agreement and incorporated by reference for all purposes.
- B. Model 1 will require all their staff to comply with any grant documentation requirements administered by the County, attached hereto as Exhibit "C" to this Agreement and incorporated by reference for all purposes, as of the date of execution of this Agreement by all the parties (Effective Date).

**Section 3. Personnel**

- A. Model 1 represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Model 1 shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Model 1 shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Model 1 who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

#### **Section 4. Compensation and Payment**

- A. Model 1's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Four Hundred Ninety Thousand Five Hundred Twenty-Eight and no/100 dollars (\$490,528.00) utilizing State of Oklahoma Contract No. SW0797C. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Model 1 understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Model 1 including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Model 1 based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Model 1 shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Model 1 may submit electronically via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

#### **Section 5. Limit of Appropriation**

- A. Model 1 clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Hundred Ninety Thousand Five Hundred Twenty-Eight and no/100 dollars (\$490,528.00), specifically allocated to fully discharge any and all liabilities County may incur, utilizing State of Oklahoma Contract No. SW0797C.
- B. Model 1 does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Model 1 may become entitled to and the total maximum sum that County may become liable to pay to Model 1 shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Ninety Thousand Five Hundred Twenty-Eight and no/100 dollars (\$490,528.00).
- C. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the

last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

#### **Section 6. Time of Performance or Term**

This Agreement is effective as of the execution of all parties and shall terminate one (1) year thereafter, unless sooner terminated in accordance with this Agreement. This Agreement does not automatically renew but may be renewed upon the written agreement of the parties.

#### **Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Model 1 fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Model 1 materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined by County that for any reason whatsoever that Model 1 was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Model 1 in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Model 1's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Model 1.

#### **Section 8. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 9. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Model 1 as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 4 for work performed. Model 1 shall promptly furnish all such data and material to County on request.

#### **Section 10. Inspection of Books and Records**

Model 1 will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Model 1 for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 11. Insurance**

- A. Prior to commencement of the Services, Model 1 shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Model 1 shall provide certified copies of insurance endorsements and/or policies if requested by County. Model 1 shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Model 1 shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Model 1 shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Model 1 warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- D. Model 1 shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Model 1.

#### **Section 12. Indemnity**

**MODEL 1 SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF MODEL 1, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF MODEL 1 OR ANY OF MODEL 1'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.**

#### **Section 13. Confidential and Proprietary Information**

- A. Model 1 acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Model 1 or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Model 1 shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Model 1) publicly known or is contained in a publicly available document; (b) is rightfully in Model 1's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) is independently developed by employees or agents of Model 1 who can be shown to have had no access to the Confidential Information.

- B. Model 1 agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Model 1 uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Model 1 shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Model 1 shall advise County immediately in the event Model 1 learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Model 1 will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Model 1 against any such person. Model 1 agrees that, except as directed by County, Model 1 will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Model 1 will promptly turn over to County all documents, papers, and other matter in Model 1's possession which embody Confidential Information.
- C. Model 1 acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Model 1 acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Model 1 in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Model 1 expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Model 1 shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

#### **Section 14. Independent Contractor**

- A. In the performance of work or services hereunder, Model 1 shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required

hereunder shall be deemed solely as employees of Model 1 or, where permitted, of its subcontractors.

- B. Model 1 and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 15. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson St, 1<sup>st</sup> floor  
Richmond, Texas 77469

With a copy to: Fort Bend County Parks and Recreation  
Attn: Parks Director  
301 Jackson St.  
Richmond, Texas 77469

Model 1: MODEL 1 COMMERCIAL VEHICLES, INC.  
9225 Priority Way West Dr., Ste 300  
Indianapolis, Indiana 46240-1575

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 16. Compliance with Laws**

Model 1 shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Model 1 shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 17. Performance Warranty**

- A. Model 1 warrants to County that Model 1 has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Model 1 will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Model 1 warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 18. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Model 1 are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 20. Successors and Assigns**

County and Model 1 bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.



## **Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

## **Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Model 1 release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

## **Section 24. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

## **Section 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

**Section 26. Certain State Law Requirements for Contracts** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Model 1 hereby verifies that Model 1 and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Model 1 does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Model 1 does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Model 1 does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code.

"Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 27. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, MODEL 1 ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

**Section 28. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**{EXECUTION PAGE FOLLOWS}**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution of all parties.

**FORT BEND COUNTY**

KP George

KP George, County Judge

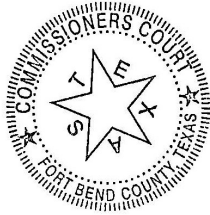
May 27, 2025

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



**MODEL 1 COMMERCIAL VEHICLES, INC.**

Jeffrey E. Johnson

Authorized Agent- Signature

Jeffrey E. Johnson

Authorized Agent- Printed Name

Public Sector Sales Manager

Title

5-22-2025

Date

**APPROVED:**

Darren McCarthy

Darren McCarthy, Director  
Fort Bend Parks and Recreation

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$490,528.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Model 1's Quotes dated March 26, 2025 and May 8, 2025

Exhibit B: State of Oklahoma Contract No. SW0797C

Exhibit C: Federal Clauses

i:\agreements\2025 agreements\purchasing\parks\creative bus sales (25-parks-100772)\agreement for ada transit vans and buses (kcj - 5.21.2025)

# **EXHIBIT A**

(Follows Behind)

March 26, 2025



## State of Oklahoma Contract

SW0797C

FY 2024

Preparer: Jeffrey Johnson

**Base Model**

2024 Starcraft Allstar Body -Options selected for the 2023 IC Chassis Larger Stock Bus

Base Model Price: \$ 128,815.00

Options: \$ 819.00

**STARCRAFT BUS**  
a division of Forest River, Inc.

Unpublished Options: \$ 51,370.00

Other Available Options \$ 67,969.00

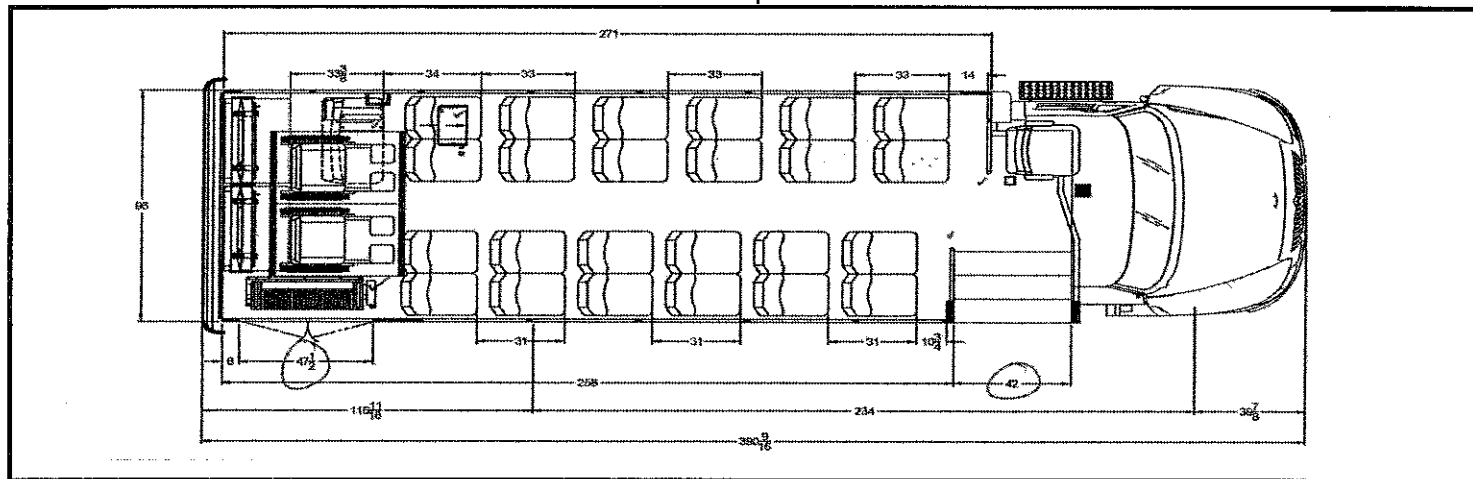
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
36'	rear	2	36	yes

QTY Vehicles: 1 Total Contract Price: \$ 248,973.00

Per Vehicle Price: \$ 248,973.00

**Customer Info**

Customer:	Fort Bend County Commissioner
Address:	3737 Bamore Rd, Rosenberg, TX 77471
Contact:	Thomas Kuzinski
Office Phone:	
Mobile Phone:	832-449-2052
E-Mail:	Thomas.Kuzinski@fortbendcountytx.Gov

**Floorplan**

3/26/2025

OTHER AVAILABLE OPTIONS

Type E - 24' 12 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	Upgrade to International TC chassis w/Cummins Diesel in lieu of E450	\$ 67,969.00	\$ 67,969.00
Subtotal Manufacturer Options:			\$ 67,969.00

OPTIONS

Type G - 26' 20 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	Back-Up Monitor System	\$ 711.90	\$ 711.90
1	Street Side Exhaust	\$ 245.70	\$ 245.70
1	Delete Yellow Powder Coating on Handrails, Grab Rails, and Stanchions (Price Reduction)	\$ (138.60)	\$ (138.60)
<b>Subtotal Manufacturer Options:</b>			<b>\$ 819.00</b>

CBS UNPUBLISHED OPTIONS

Type G - 26' 20 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	Foldaway Seat	\$1,968.00	\$1,968.00
2	Double Flip Seats on the rear wall	\$1,425.00	\$2,850.00
1	2023 to 2024 Chassis Increase	\$3,860.00	\$3,860.00
1	Delivery to Fort Bend County	\$2,840.00	\$2,840.00
1	Upgrade to Dual AC System 125K BTU	\$16,952.00	\$16,952.00
1	Body Upgrade to a 36' Body	\$13,680.00	\$13,680.00
5	Mid High Double Passenger Seat	\$965.00	\$4,825.00
1	PA System	\$848.00	\$848.00
1	Braun 1,000 lb lift-No Cost	\$1,687.00	\$1,687.00
1	Front Destination Sign Glass and Prep Package	\$1,860.00	\$1,860.00
Subtotal CBS Unpublished Options:			\$51,370.00





**M MODEL**

**FY 2024**

**Preparer:** Jeffrey Johnson

Options: \$ 819.00



**Other Available Options** \$ 67,969.00

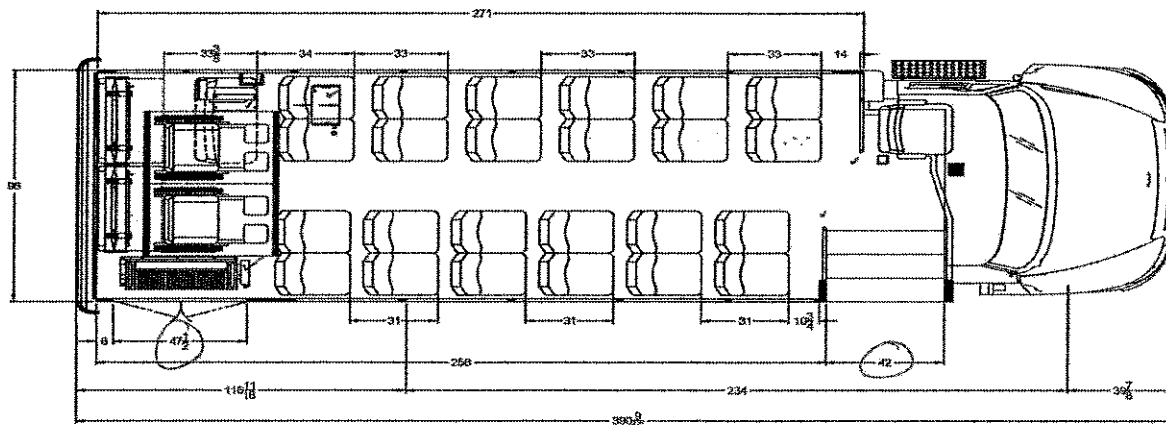
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
32'	rear	2	30	yes

QTY Vehicles:	1	Total Contract Price:	\$ 241,555.00
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**Per Vehicle Price: \$ 241,555.00**

<b>Customer:</b>	Fort Bend County Commissioner
<b>Address:</b>	3737 Bamore Rd, Rosenberg, TX 77471
<b>Contact:</b>	Thomas Kuzinski
<b>Office Phone:</b>	
<b>Mobile Phone:</b>	832-449-2052
<b>E-Mail:</b>	<a href="mailto:Thomas.Kuzinski@fortbendcountytexas.gov">Thomas.Kuzinski@fortbendcountytexas.gov</a>

## Floorplan



OTHER AVAILABLE OPTIONS

Type E - 24' 12 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	Upgrade to International TC chassis w/Cummins Diesel in lieu of E450	\$ 67,969.00	\$ 67,969.00
Subtotal Manufacturer Options:			\$ 67,969.00

OPTIONS

Type G - 26' 20 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	Back-Up Monitor System	\$ 711.90	\$ 711.90
1	Street Side Exhaust	\$ 245.70	\$ 245.70
1	Delete Yellow Powder Coating on Handrails, Grab Rails, and Stanchions (Price Reduction)	\$ (138.60)	\$ (138.60)
Subtotal Manufacturer Options:			\$ 819.00

CBS UNPUBLISHED OPTIONS

Type G - 26' 20 Passenger Front Lift

Qty	Description	FY 2023 List Price	QTY Total
1	2023 to 2024 Chassis Increase	\$3,860.00	\$3,860.00
1	Delivery to Fort Bend County	\$2,840.00	\$2,840.00
1	Upgrade to Dual AC System 125K BTU	\$16,952.00	\$16,952.00
1	Body Upgrade to a 32' Body	\$11,080.00	\$11,080.00
5	Mid High Double Passenger Seat	\$965.00	\$4,825.00
1	PA System	\$848.00	\$848.00
1	Braun 1,000 lb lift-No Cost	\$1,687.00	\$1,687.00
1	Front Destination Sign Glass and Prep Package	\$1,860.00	\$1,860.00
Subtotal CBS Unpublished Options:			\$43,952.00

# **EXHIBIT B**

(Follows Behind)



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*This addendum is added to and is to be considered part of the subject contract.*

**Statewide Contract #: 0797C**

**PeopleSoft Contract ID: 5733**

**Contract Title: Americans with Disabilities Act Compliant  
Transit Buses**

**Contract Issuance Date: 02/01/2020**

**Contract Supplier: Creative Bus Sales**

**Addendum # 16**

**Addendum Date: 04/12/2024**

**OMES Point of Contact:**

**Contracting Officer: Lisa Bradley**

**Phone Number: 405-522-4480**

**E-mail address: [Lisa.bradley@omes.ok.gov](mailto:Lisa.bradley@omes.ok.gov)**

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**Addendum Information:**

**Addendum #16 issued for 90-day extension to the original T&C's.**

**Extension Period: 02/01/2024 – 07/30/2024**



June 19, 2020

RE: Use of SW0797, Americans with Disabilities Act (ADA) Compliant Transit Buses by entities in states other than Oklahoma

An inquiry was submitted to the Oklahoma Department of Transportation (ODOT) to ascertain if entities in States other than Oklahoma could utilize Oklahoma Office of Management and Enterprise Services (OMES) Statewide Contract 797, ADA Compliant Transit Buses. ODOT requested an opinion of Robin Meyer, OMES Legal Counsel and Dan Sivard, OMES State Purchase Director. Both have concurred that the solicitation for SW0797 does not prohibit entities in other states to utilize SW0797 if the other entity purchasing rules allow this. The supplier must also agree to sell to the particular entity.

Thank you for your patience as OMES reviewed the solicitation and any potential impact to Oklahoma organizations that utilize the Oklahoma mandatory contract.

If you have any questions, please contact:

Jennifer Hankins  
(405)708-1846



**Oklahoma Department  
of Transportation**

**TRANSIT  
PROGRAMS  
DIVISION**

**FTA'S  
SPECIAL PROVISIONS  
FOR THE PROCUREMENT OF CAPITAL EQUIPMENT  
WITH AN ESTIMATED CUMULATIVE COST  
IN EXCESS OF \$100,000**

**STATEMENT OF FEDERAL PARTICIPATION**

**THIS PROCUREMENT IS DEPENDENT UPON THE AVAILABILITY OF FEDERAL FUNDS THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)**

**PAGES 2 THRU 15 OF THIS DOCUMENT ARE TO BE COMPLETED BY  
BIDDER/VENDOR**

**PAGES 18 THRU 24 OF THIS DOCUMENT ARE TO BE COMPLETED BY ODOT AT  
TIME OF THE BID AWARD**

**PAGES 26 THRU 32 ARE TO BE COMPLETED BY THE PURCHASER AT THE  
TIME OF VEHICLE DELIVERY**



**SPECIAL PROVISIONS FOR THE PROCUREMENT OF CAPITAL EQUIPMENT  
USING FEDERAL FUNDS**


**THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE INCLUDED AS AN  
ESSENTIAL PART OF THE SPECIFICATIONS ATTACHED HERETO.**

**SECTION I. FOR ALL BIDS:**

**FMVSS CERTIFICATION - 49 CFR 571 Part D  
(Circle all applicable standard #s)**

#	Title	#	Title
101	#*Controls and Displays	102	#*Transmission shift lever sequence, starter, interlock, transmission braking effect
103	#*Windshield defrost and defogging system	104	#*Windshield wiping and washing system.
105	#*Hydraulic brake system.	106	#*Brake hoses
107	#*Reflecting surfaces	108	#*Lamps, reflective devices, and assoc. equip.
109	#New pneumatic tires	110	#Tire selection and rims.
111	#*Rearview mirrors	112	#*Headlamps concealment devices.
113	#*Hood latch system	114	#Theft Protection (not for walk-in vans)
115	#*VIN -basic requirements.	116	#*Motor vehicle brake fluids.
117	#Re-treaded pneumatic tires (to be used on rear wheels only)	118	#Power-operated window, partition, roof panel system (GVWR < 10K)
119	*New pneumatic tires for vehicles other than passenger cars	120	*Tire selection & rims for vehicles other than passenger cars
121	*Air brake system	124	#*Accelerator control system.
129	#New non-pneumatic tires for passenger cars.	201	#@Occupant protection in interior impact
202	#@Head restraints	203	#@Impact protect, driver steering control system
204	#*Steering control rearward displace (not walk-in vans)	205	#*Glazing materials
206	#Doors, locks, and door retention components.	207	#*Seating system
208	#*Occupant crash protection	209	#*Seat belt assemblies.
210	#@Seat belt assembly anchorages.	211	#Wheels, nuts, wheel discs, and hub caps
212	#@Windshield mounting	213	#*Child restraint system.
214	#@Side impact protection (not walk-in vans)	217	*Bus emergency. exits / window retention & release
219	#@Windshield zone intrusion	220	*School Bus rollover protection
301	#@Fuel system integrity (+School Bus >10K GVWR)	302	#*Flammability of interior materials.

The undersigned **BIDDER/VENDOR** hereby certifies that all vehicles furnished meet the **FMVSS IAW 49 CFR 571**.

Name of Company Creative Bus Sales, Inc.	Date 8/9/2019
Printed Name of Person Signing Form Marcus Hoffman	Signature 

\*Bus

@Bus with GVWR below 10,000 lbs

#Passenger Car

In submitting this bid, the undersigned **BIDDER/VENDOR** as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The **BIDDER/VENDOR** agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The bidder/vendor must execute all certifications below.

**A. No Federal Government Commitment or Liability to Third Parties**

**B.A.1.** Except as the Federal Government expressly consents in writing, the Recipient agrees that:

**B.A.1.1.** The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and

**B.A.1.2.** Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

**B. False or Fraudulent Statements or Claims.**

**B.B.1.** Civil Fraud. The Recipient acknowledges and agrees that:

**B.B.1.1.** Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.

**B.B.1.2.** By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

**B.B.1.3.** The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

**B.B.2.** Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

**C. Access to Recipient and Third Party Participant Records.**

**B.C.1.** The Recipient agrees and assures that each Subrecipient, if any, will agree to:

**B.C.1.1.** Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,

**B.C.1.2.** Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and

**B.C.1.3.** Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

**D. FEDERAL CHANGES**

**B.D.1.** The Recipient shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement as amended or promulgated from time to time during the term of this contract.

**E. Civil Rights Requirements**

**B.E.1.** The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

- B.E.2.** Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:
- B.E.2.1.** Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
- B.E.3.** Prohibit the:
- B.E.3.1.** Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
- B.E.3.2.** Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
- B.E.3.3.** Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.
- B.E.4.** Follow:
- B.E.4.1.** The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- B.E.4.2.** FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- B.E.5.** Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will:
- B.E.5.1.** Prohibit discrimination on the basis of race, color, or national origin,
- B.E.6.** Comply with:
- B.E.6.1.** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
- B.E.6.2.** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
- B.E.6.3.** Federal transit law, specifically 49 U.S.C. § 5332, and
- B.E.7.** Follow:
- B.E.7.1.** The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- B.E.7.2.** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- B.E.7.3.** All other applicable federal guidance that may be issued.
- B.E.8.** Equal Employment Opportunity.
- B.E.8.1.** Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
- B.E.8.2.** Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- B.E.8.3.** Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- B.E.8.4.** Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
- B.E.8.5.** FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
- B.E.8.6.** Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- B.E.8.7.** Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
- B.E.8.8.** Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
- B.E.8.9.** Affirmative Action. Take affirmative action that includes, but is not limited to:

- B.E.8.9.1. Recruitment advertising, recruitment, and employment,
- B.E.8.9.2. Rates of pay and other forms of compensation,
- B.E.8.9.3. Selection for training, including apprenticeship, and upgrading, and
- B.E.8.9.4. Transfers, demotions, layoffs, and terminations, but
- B.E.8.10.** Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- B.E.8.11.** Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
- B.E.8.12.** U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- B.E.8.13.** Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

## **F. Incorporation Of Federal Transit Administration (FTA) Terms**

- B.F.1.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, 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 this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

## **G. Energy Conservation**

- B.G.1.** The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

## **H. Right of the Federal Government to Terminate**

- B.H.1.** Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
  - B.H.1.1.** The Recipient has failed to make reasonable progress implementing the Award,
  - B.H.1.2.** The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
  - B.H.1.3.** The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- B.H.2.** Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- B.H.3.** Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

## **I. Debarment and Suspension**

- B.I.1.** The Recipient agrees to the following:
  - B.I.1.1.** It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
  - B.I.1.2.** It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
    - B.I.1.2.1.** U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,

- B.I.1.2.2. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto,
- B.I.1.2.3. Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and
- B.I.1.2.4. Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
- B.I.1.3. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- B.I.1.4. It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
  - B.I.1.4.1. Complies with federal debarment and suspension requirements, and
  - B.I.1.4.2. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
- B.I.1.5. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
  - B.I.1.5.1. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
  - B.I.1.5.2. FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
  - B.I.1.5.3. FTA Chief Counsel.

## **J. Buy America**

- B.J.1. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),

## **K. Disputes, Breaches, Defaults, or Other Litigation**

- B.K.1. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- B.K.2. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B.K.3. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- B.K.4. If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- B.K.5. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- B.K.6. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

## **L. Lobbying Restrictions**

- B.L.1. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
  - B.L.1.1. Laws, Regulations, Requirements, and Guidance. This includes:

B.L.1.1.1. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

B.L.1.1.2. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

B.L.1.1.3. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

**B.L.1.2.** Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

**M. Clean Air Act**

**B.M.1.** (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**N. Clean Water**

**B.N.1.** The Common Grant Rules specifically prohibit the use of facilities included in the EPA "List of Violating Facilities," in the performance of any third party contract at any tier exceeding \$100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377.

**O. Cargo Preference.**

**B.O.1.** Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and

**P. Fly America**

**B.P.1.** The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

**Q. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148)**

**B.Q.1.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**R. "Anti-Kickback" Prohibitions of:**

**B.R.1.** Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,

**B.R.2.** Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and

**B.R.3.** U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.

**S. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)**

- B.S.1.** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**T. Disadvantaged Business Enterprises**

- B.T.1.** The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.
- B.T.2.** FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
- B.T.3.** The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.

**U. Prompt Payment and Return of Retainage**

- B.U.1.** The entity utilizing this Contract declines to hold retainage from prime contractor and requires a contract clause obligating the prime contractor to make prompt and full payment of any retainage kept by a prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

**V. RECYCLED PRODUCTS**

- B.V.1.** 42 U.S.C. 6962
- B.V.2.** 40 CFR Part 247
- B.V.3.** Executive Order 12873
- B.V.4. Applicability to Contracts:** The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Recipient procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.
- B.V.5. Flow down Requirements:** These requirements flow down to all recipient and sub-recipient tiers.
- B.V.6. Recovered Materials -** The Recipient 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. The recipient agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

**W. ADA ACCESS REQUIREMENTS**

- B.W.1.** 49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101
- B.W.2. Applicability to Contracts:** The Recipient shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Recipient shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

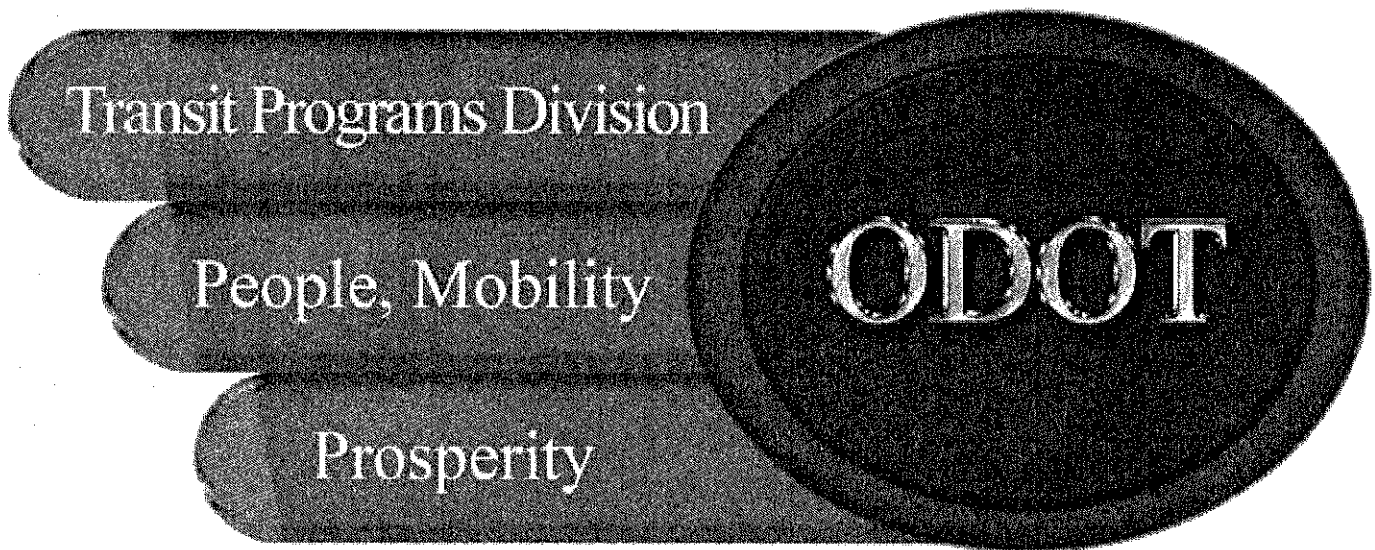
**X. ALTOONA TEST CERTIFICATION: (Check one of the following):**

- ☒ The vehicle has been Altoona tested, report number: PTI-BT-R0518
- ☐ The vehicle is exempt from testing in accordance with 49 CFR 665
- ☐ The vehicle is currently being tested at Altoona

**Y. Rolling Stock**

**B.Y.1.** The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), and their implementing regulations.

**FEDERAL FUNDS WILL NOT BE RELEASED UNTIL THE PURCHASING AGENCY RECEIVES A COPY OF THE ALTOONA TEST REPORT IF REQUIRED IN ACCORDANCE WITH 49 CFR 665**





SECTION II

**A. BUY AMERICA CERTIFICATION:**

**BIDDER/VENDOR** to complete the Buy America Certification listed below. **BIDDER/VENDOR** shall certify **EITHER COMPLIANCE OR NON-COMPLIANCE** (not both).

Certification requirement for procurement of buses, other rolling stock, and associated equipment.

***Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)***

The **bidder/vendor** or offer or hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Signature 

Company Name Creative Bus Sales, Inc.

Title Bld Manager

Date 8/9/2019

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)***

The **bidder/vendor** or offer or hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Instructions:*

***Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).***

Subscribed and sworn to before me this 9<sup>th</sup> day of August 2019

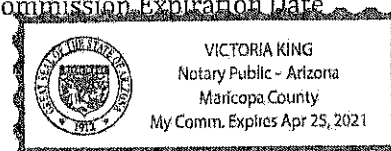
  
Notary Public

527455  
My Commission Number

4-25-2021

Commission Expiration Date

Seal:



**This form MUST be prepared and signed by the offeror/vendor and submitted with all bids or offers on FTA-funded contracts. Bids or offers not accompanied by this form will be REJECTED**

**B. DOMESTIC CONTENT WORKSHEET:**


(Typical Components of Buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the **manufacturer** that verifies compliance with the Buy America Provisions may be submitted in lieu of this form)

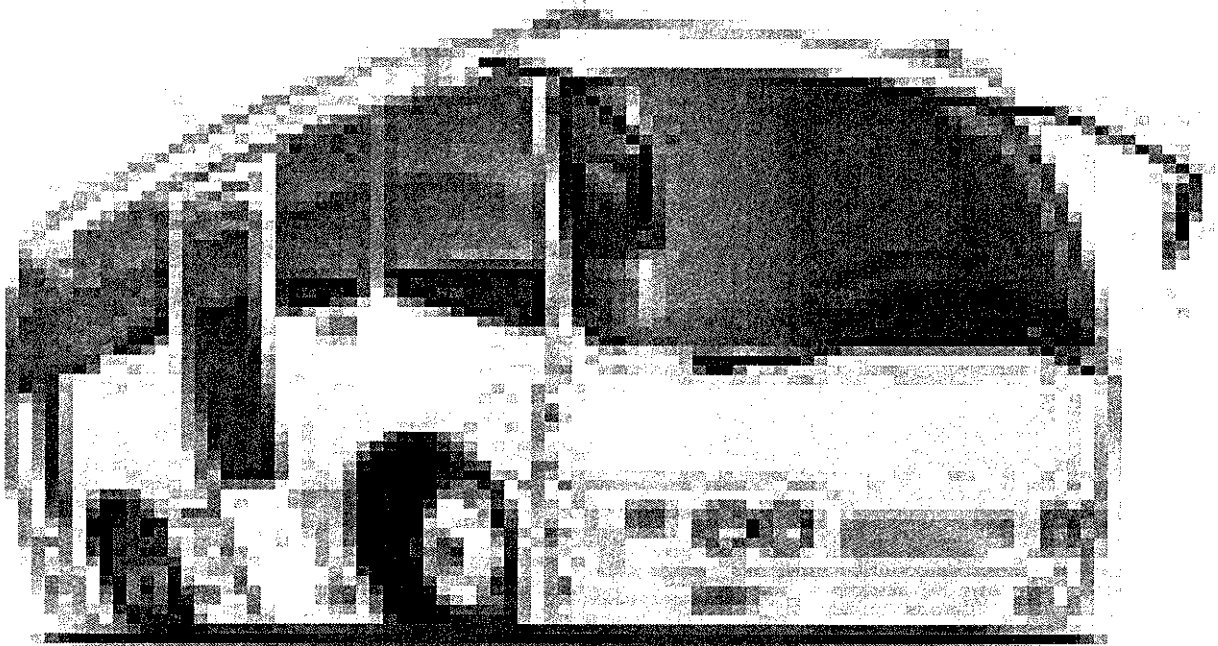
**If you plan on using another components listing, you must include it with your bid and place an X in the following box. ☒**

I. Components	% Domestic	X % Value	Dom. Value
engines			
transmissions			
front axle assemblies			
rear axle assemblies			
drive shaft assemblies			
front suspension assemblies			
rear suspension assemblies			
air compressor and pneumatic systems			
generator, alternator & electrical systems			
steering system assemblies			
front and rear air brake assemblies			
air conditioning compressor assemblies			
air conditioning evaporator/condenser assemblies			
heating systems.			
passenger seats			
driver's seat assemblies			
window assemblies			
entrance and exit door assemblies			
door control systems			
destination sign assemblies			
interior lighting assemblies			
front and rear end cap assemblies			
front and rear bumper assemblies			
specialty steel (structural steel tubing etc.) and aluminum extrusions			
aluminum, steel or fiberglass exterior panels and interior trim			
flooring and floor coverings			
<b>TOTAL DOMESTIC CONTENT OF COMPONENTS (%)</b>			

**B. CONTINUED DOMESTIC CONTENT WORKSHEET:**

<b>II. Construction Activities</b> (Describe Activities)	
Location of Construction Activities:	% OF DOMESTIC CONSTRUCTION ACTIVITIES:

Glaval	Universal	
<b>Vehicle Manufacturer</b>	<b>Model</b>	<b>Model Year</b>
Creative Bus Sales, Inc.		8/9/2019
<b>Vendor Name</b>	<b>Signature</b>	<b>Date</b>



**C. LOBBYING:**

The **BIDDER/VENDOR** certifies compliance with the Anti-Lobbying amendment, 31 U.S.C. ' 1352, as amended by the Lobbying Disclosure Act of 1995, Public Law 104-65 [to be codified at 2 U.S.C. ' 1601, et seq.]. The **BIDDER/VENDOR** also certifies that it will execute the following, "Certification Regarding Lobbying", as required by 49 CFR Part 20, AA New Restriction on Lobbying.®

**EXECUTE THE FOLLOWING**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned,

Creative Bus Sales, Inc.

**(Bidder/Vendor)**

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

**A.** 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.

**B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/96). Note: Language in paragraph "B" herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (Public Law 104-65, to be codified at 2 U.S.C. ' 1601, et seq .)]

**C.** 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 Subrecipient's 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 31 U.S.C. ' 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

**C. CONTINUED LOBBYING:**

[Note: Pursuant to 31 U.S.C. ' 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Creative Bus Sales, Inc.  
**(Bidder/Vendor)**

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **BIDDER/VENDOR** understands and agrees that the provisions of 31 U.S.C. ' 3801, et seq., apply to this certification and disclosure, if any.

  
Signature of **BIDDER/VENDOR's** Authorized Official

Marcus Hoffman, Bid Manager  
Name and Title of **BIDDER's** Authorized Official

8/9/2019  
Date



### SECTION III

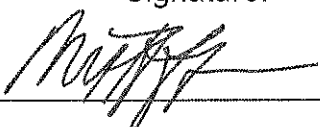
#### **CERTIFICATION TO PURCHASER:**

The undersigned **BIDDER/VENDOR** certifies that the vehicle(s) furnished will meet or exceed the specifications.

The **BIDDER/VENDOR** hereby certifies that it has attached all applicable documentation including:

1. Federal Motor Vehicle Safety Standards (**FMVSS**)
2. Altoona Test Certification
3. Buy America Certification Form
4. Domestic Content Worksheet
5. Lobbying Certification Form
6. Government wide Debarment & Suspension Certification Form
7. Certification to Purchaser Form
8. Drawing of proposed floor plan.
9. Printed product literature of the vehicle and all ancillary equipment

The undersigned **BIDDER/VENDOR** certifies that it has read all of the bid documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:	Printed Name of Person Completing Form:
Creative Bus Sales, Inc.	Marcus Hoffman
Address: (City, State, Zip) 1641 E. Pine Street Tulsa, OK 74106	SS# or Tax ID #:  33-0388707
Telephone: (Area Code)  800-326-2877	Signature: 

Disadvantaged Business Enterprise Information (DBE)	Bidders type of organization (circle)	
Is your firm a DBE?	Sole Proprietorship	General Proprietorship
(yes) (no)	Corporation	Limited Partnership
If yes, what type?	Other? Please List	

## BIDDER/VENDOR CHECKLIST

THE FOLLOWING CHECKLIST MUST BE COMPLETED BY THE BIDDER/VENDOR BEFORE THE BID IS SUBMITTED.

This checklist will be used to ensure that all required procurement clauses and certifications listed within these special provisions have been read, initialed, and signed by the Bidder/Vendor along with any necessary signed certifications.

**Section I. FOR ALL BIDS:**

**Bidder's initial all lines below:**

- FMVSS CERTIFICATION:** Circled all applicable Standards & Signed?
- A. **Incorporation of Federal Transit Administration Terms:** Read?
- B. **Federal Changes:** Read?
- C. **DBE Certification:** Read?
- D. **Air Conditioning Performance:** Read?
- E. **Interest of Members of or Delegates to Congress:** Read?
- F. **Prohibited Interest:** Read?
- G. **Cargo Preference:** Read?
- H. **Energy Conservation:** Read?
- I. **Clean Water and Air:** Read?
- J. **No Obligation By the Federal Government:** Read?
- K. **Program Fraud and False or Fraudulent Statements:** Read?
- L. **Contract Work Hours:** Read?
1. Overtime requirements:
2. Violation; liability for unpaid wages:
3. Withholding for unpaid wages:
4. Subcontracts:
5. Payrolls and basic records:
- M. **Civil Rights:** Read?
1. Nondiscrimination:
2. Equal Employment Opportunity:
- N. **Altoona Test Certification:** Completed the following?
1. Report Summary enclosed? Attached?
2. Report # PTI-BT-R0518 : Completed?
- O. **Debarment and Suspensions:** Read & Understood?
1. EPLS Report [www.epls.gov](http://www.epls.gov) (Must Not be Debarred)

## CONTINUED BIDDER/VENDOR CHECKLIST

### Section II.

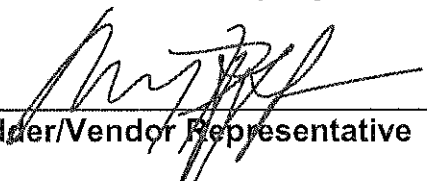
- A. **Buy America Certification:** Completed and signed? ✓
- B. **Domestic Content Worksheet:** Calculated, Completed & Signed? ✓
- C. **Lobbying Certification signed:** Completed and signed? ✓

Section III. **CERTIFICATION TO PURCHASER** Completed and signed? ✓

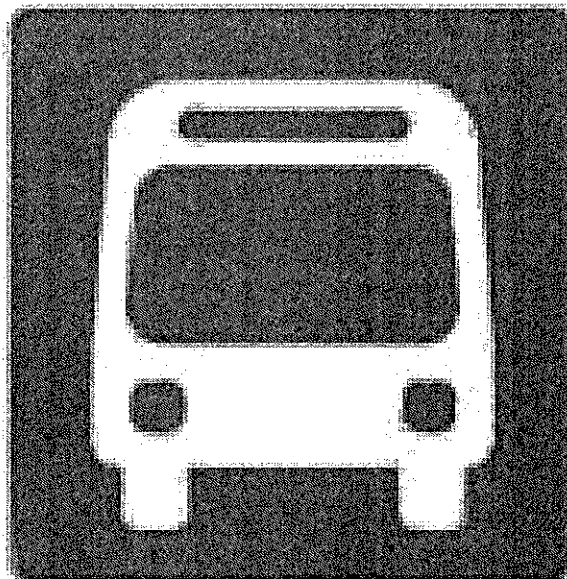
I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

Creative Bus Sales, Inc.  
**Bidder/Vendor Company**

8/9/2019  
**Date**

  
**Bidder/Vendor Representative**

8/9/2019  
**Date**





**Pre-Award Reviewer**  
***Replace This Blank Page***  
***With A Screen Print***  
***Of The***  
***EPLS Report***

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 038743944**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	Creative Bus Sales, Inc.	Status: Active
---------------	--------------------------	----------------

DUNS: 038743944	+4:	CAGE Code: 3BKE3	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Apr 1, 2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
------------------------------	---------------------------	-----------------------------

Address: 14740 Ramona Ave
---------------------------

City: Chino
-------------

ZIP Code: 91710-5747
----------------------

State/Province: CALIFORNIA
----------------------------

Country: UNITED STATES
------------------------

***NOTE: PAGES 18 THRU 24  
ARE TO BE COMPLETED BY ODOT  
AT TIME OF THE BID AWARD***

**SECTION IV PRE AWARD AUDIT:**

**A. Purchaser's Certification - 49 CFR 663, subpart B:**

The **bidder/vendor** has certified that the vehicle to be provided will be the same product as described in the advertised specification. (See attached consolidated certification form signed by the **bidder/vendor**, part III -A). ODOT certifies that the **bidder/vendor** is responsible and will provide a vehicle that will meet or exceed the specifications.

**EXECUTE THE FOLLOWING**

**PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart B,

\_\_\_\_\_  
(ODOT)

certifies that the buses to be purchased,

\_\_\_\_\_  
(Number and Description of Buses)

from

\_\_\_\_\_  
(The Manufacturer),

are the same product described in the recipient's solicitation specification and that the proposed **bidder/vendor** is a responsible **bidder/vendor** with the capability to produce a bus that meets the specifications.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

**B. BUY AMERICA - 49 CFR 663, subpart B:**

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The vehicles provided by the **bidder/vendor** (# of vehicles, make, and model) cannot comply with the Buy America requirements, but may qualify for an exception (see attached consolidated certification form signed by the **bidder/vendor**, part II-A).. **OR**

The **bidder/vendor** has certified that the vehicles (# of vehicles, make, and model) will comply with the Buy America requirements. (See attached consolidated certification form signed by the **bidder/vendor**, part II-A). The **bidder/vendor** has also completed the attached domestic content worksheet. (Or the **bidder/vendor** has provided a certificate from the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of construction activities.) The agency certifies that the vehicles provided will meet the Buy America requirements.

**NOTE: Only one of the following Certifications should be signed, not both.**

**PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart B,

---

**(ODOT)**

is satisfied that the buses to be purchased,

---

**(Number and Description of Buses)**

from

---

**(The Manufacturer)**

meet all requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst

---

**(The Analyst Not the Manufacturer or Its Agent)**

has reviewed documentation provided by the **manufacturer**, which lists (1) the actual component and subcomponent parts of the buses identified by the **manufacturer**, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Title:**

**OR**

**If not applicable, execute the following exemption certification  
On next page**

**B. PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION**

**For the Procurement of vehicle(s) that require an FTA waiver:**

As required by Title 49 of the CFR, Part 663 – Subpart B,

---

**(ODOT)**

certifies that there is a letter from FTA that grants a waiver to the buses to be purchased

---

**(Manufacturer, Number and Description of Buses)**

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

---

**Date:**

---

**Signature:**

---

**Title:**

**C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:**

The **bidder/vendor** has certified that the vehicle complies with relevant **FMVSS** issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached **FMVSS** certification form signed by **bidder/vendor**). The **PURCHASER** certifies that the vehicles that the vehicles will meet **FMVSS**.

**EXECUTE THE FOLLOWING:**

**EXECUTE THE FOLLOWING** (Only one of the following FMVSS Certifications should be signed, not both.

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(ODOT)**

certifies that it received, at the post-delivery stage, a copy of

---

**(The Manufacturer)**

self-certification information stating that the buses,

---

**(Manufacturer, Number and Description of Buses)**

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date:**

---

**Signature:**

---

**Title:**

**OR**

**NEXT PAGE**

**C. PRE-AWARD FMVSS EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(ODOT)**

certifies that it received at the pre-award stage, a statement from

---

**(The Manufacturer)**

indicated that the buses,

---

**(Number and Description of Buses)**

will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date:**

---

**Signature:**

---

**Title:**



**PRE- AWARD CHECKLIST:**

**THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE BUYER AND ODOT PERSONNEL BEFORE BID IS AWARDED.**

This checklist will be used to ensure that all required clauses and certifications are included in the vendor=s returned bid packet and that all required certifications have been signed by the vendor.

**Section I. FOR ALL BIDS:**

**Buyer's initial all lines below:**

**FMVSS CERTIFICATION:** Signed by Bidder/Vendor? \_\_\_\_\_

- A. **Incorporation of Federal Transit Administration Terms:** Initialed by Bidder? \_\_\_\_\_
- B. **Federal Changes:** Initialed by Bidder? \_\_\_\_\_
- C. **DBE Certification:** Initialed by Bidder? \_\_\_\_\_
- D. **Air Conditioning Performance:** Initialed by Bidder? \_\_\_\_\_
- E. **Interest of Members of or Delegates to Congress:** Initialed by Bidder? \_\_\_\_\_
- F. **Prohibited Interest:** Initialed by Bidder? \_\_\_\_\_
- G. **Cargo Preference:** Initialed by Bidder? \_\_\_\_\_
- H. **Energy Conservation:** Initialed by Bidder? \_\_\_\_\_
- I. **Clean Water and Air:** Initialed by Bidder? \_\_\_\_\_
- J. **No Obligation By the Federal Government:** Initialed by Bidder? \_\_\_\_\_
- K. **Program Fraud and False or Fraudulent Statements:** Initialed by Bidder? \_\_\_\_\_
- L. **Contract Work Hours:** Initialed by Bidder? \_\_\_\_\_
  - 1. Overtime requirements: \_\_\_\_\_
  - 2. Violation; liability for unpaid wages: \_\_\_\_\_
  - 3. Withholding for unpaid wages: \_\_\_\_\_
  - 4. Subcontracts: \_\_\_\_\_
  - 5. Payrolls and basic records: \_\_\_\_\_
- M. **Civil Rights:** Initialed by Bidder? \_\_\_\_\_
  - 1. Nondiscrimination: \_\_\_\_\_
  - 2. Equal Employment Opportunity: \_\_\_\_\_
- N. **Altoona Test Certification completed:** Initialed by Bidder? \_\_\_\_\_
  - 1. Report Summary enclosed? Attached to bid? \_\_\_\_\_
  - 2. Altoona Test Report # listed by Bidder? \_\_\_\_\_
- O. **Debarment and Suspensions:** Initialed by Bidder? \_\_\_\_\_
  - 1. **EPLS Report** from [www.epls.gov](http://www.epls.gov): Attached to bid by Procuring Agency? \_\_\_\_\_

**CONTINUED PRE- AWARD CHECKLIST:**

**Section II.**

- A. Buy America Certification signed:** Signed by Bidder/Vendor? \_\_\_\_\_
- B. Domestic Content Worksheet signed:** Signed by Bidder/Vendor? \_\_\_\_\_
- C. Lobbying Certification signed:** Signed by Bidder/Vendor? \_\_\_\_\_

**Section III. CERTIFICATION TO PURCHASER:**

- A. Completed and signed?** \_\_\_\_\_

The previous checklist was to determine if the Bidder/Vendor read and completed all required necessary documentation. The following checklist is to determine if ODOT signed and completed the required Certifications.

**Section IV. PRE AWARD AUDIT (signed by ODOT STAFF)**

- A. Purchaser=s Certification - 49 CFR 663, subpart B: Executed by ODOT?**  
**Pre-Award Purchaser's Requirements Certification:** \_\_\_\_\_
- B. Buy America - 49 CFR 663, subpart B: Executed by ODOT?**  
**Pre-Award Buy America Compliance Certification, or**  
**Pre-Award Buy America Exemption Certification:** \_\_\_\_\_
- C. FMVSS - 49 CFR 663, subpart D: Executed by ODOT?**  
**Pre-Award FMVSS Compliance Certification, or**  
**Pre-Award FMVSS Exemption Certification:** \_\_\_\_\_

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

\_\_\_\_\_  
ODOT

\_\_\_\_\_  
Date

\_\_\_\_\_  
ODOT Reviewer

\_\_\_\_\_  
Date

***NOTE: PAGES 26 THRU 32  
ARE TO BE COMPLETED BY THE PURCHASER  
AT TIME OF VEHICLE DELIVERY***

## **SECTION V POST DELIVERY AUDIT:**

### **A. Purchaser's Certification - 49 CFR 663, subpart C:**

After visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

- or, Grantees in areas with populations of 200,000 or less that purchase more than 20 buses.

The agency's resident inspector monitored manufacturing and completed a report providing accurate records of all construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

### **EXECUTE THE FOLLOWING:**

**NOTE:** Only one of the following Certifications should be signed, not both.

#### **POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses,

\_\_\_\_\_  
**(The Purchaser)**

certifies that the buses,

\_\_\_\_\_  
**(Number and the Description of Buses)**

from

\_\_\_\_\_  
**(The Manufacturer),**

meet the contract specifications.

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Title:**

**OR**

**NEXT PAGE**

**A. POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

---

**(The Purchaser)**

certifies that a resident inspector,

---

**(Not an Agent or Employee of the Manufacturer),**

was at manufacturing site during the period of manufacture of

---

**(Number and Description of Buses)**

The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

---

**Date:**

---

**Signature:**

---

**Title:**

**B. BUY AMERICA - 49 CFR 663, subpart C:**

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The agency certifies that there is a letter from FTA, which grants a waiver to the vehicles provided by the vendor ( # of vehicles, make, and model) from the Buy America requirements, under Section 165 (b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended. **OR**

The agency certifies that it is satisfied that the ( # of vehicles, make, and model) meet the requirements of Section 165 (b)(3) . The agency has reviewed documentation provided by the **manufacturer** that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of final construction activities.

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

---

**(The Purchaser)**

certifies that the buses received are in fact what they ordered and are satisfied with the,

---

**(Number and Description of Buses)**

from

---

**(The Manufacturer)**

meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

---

**(The Analyst Not the Manufacturer or Its Agent)**

has reviewed documentation provided by the **manufacturer**, which lists (1) the actual component and subcomponent parts of the buses identified by the **manufacturer**, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

---

**Date:**

---

**Signature:**

---

**Title:**

**OR**

**If not applicable, execute the following exemption certification  
On next page**

**B. POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart C,

**(The Purchaser)**

certifies that there is a letter from FTA, which grants a waiver to the buses received,

**(Manufacturer, Number and Description of Buses)**

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date:

**Signature:**

**Title:**

**Vehicle Vin Numbers:**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:**

The vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form provided by the **bidder** upon vehicle delivery). The agency certifies that the vehicles provided meet FMVSS.

**EXECUTE THE FOLLOWING:**

**NOTE: Only one of the following Certifications should be signed, not both.**

**POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(The Purchaser)**

certifies that it received, at the post-delivery stage, a copy of

---

**(The Manufacturer)**

self-certification information stating that the buses,

---

**(Manufacturer, Number and Description of Buses)**

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date:**

---

**Signature:**

---

**Title:**

**OR**

**NEXT PAGE**



**C. POST-DELIVERY FMVSS EXEMPTION CERTIFICATION:**

As required by Title 49 of the CFR, Part 663 – Subpart D,

---

**(The Purchaser)**

certifies that it received, at the Post-delivery stage, a statement from

---

**(The Manufacturer)**

indicating that the buses,

---

**(Number and Description of Buses)**

are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

---

**Date**

---

**Signature**

---

**Title**

## POST DELIVERY AUDIT

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE BUYER AND ODOT PERSONNEL BEFORE THE VEHICLE(S) ARE ACCEPTED.

Section V VEHICLE DELIVERY CHECKLIST: (to be signed by buyer upon acceptance of vehicle)

Buyer initials all lines below:

**A. Purchaser's Certification - 49 CFR 663, subpart C:**

Post-Delivery Purchaser's Requirements Certification or  
Post-Delivery Purchaser's Requirements Certification (Inspector): \_\_\_\_\_

**B. Buy America - 49 CFR 663, subpart C:**

Post-Delivery Buy America Compliance Certification or  
Post-Delivery Buy America Exemption Certification: \_\_\_\_\_

**B. FMVSS - 49 CFR 663, subpart D:**

Post-Delivery FMVSS Compliance Certification or  
Post-Delivery FMVSS Exemption Certification: \_\_\_\_\_

Section VI CERTIFICATION OF DELIVERY:

By executing this document,

- A. You hereby request that a Lien Entry Form – Motor Vehicle be issued naming the Oklahoma Department of Transportation as Secured Party and that said form(s) will be delivered by the purchaser to a local tag agent for executing and
- B. Assure the vehicle be used in accordance with the federal regulations and current provisions, as applicable.

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
ODOT Reviewer

\_\_\_\_\_  
Date



---

*Official signed contract documents are on file with OMES Central Purchasing.*

**Contract title:** Americans with Disabilities Act Compliant Transit Buses

**Contract Number:** SW0797C

**Date of Contract Issuance:** 02/01/2022

**Contract period:** 02/01/2022 through 10/30/2024

**Agreement period:** 02/01/2022 through 10/30/2024

**Type of contract:** **Mandatory** ☒ Non-Mandatory ☐

**OMES Central Purchasing contact:** Demeana "Dede" Cornelius **Title:** Procurement Specialist

**Phone:** 405-521-2844 - **Email:** demeana.cornelius@omes.ok.gov

**Supplier name:** Creative Bus Sales, Inc.

**Supplier ID #:** 0000377141 **Contract ID #:** 000000000000000000005733

**Supplier Point of Contact:** Brent Roy

**Supplier address:** 1641 E Pine Street

**City:** Tulsa **State:** OK **Zip Code:** 74106 **Phone #:** 1-800-326-2877 -

**Email** broy@creativebussales.com

**Authorized Users:**

All state departments, boards, commissions, agencies, and institutions, in

Addition to counties, school districts and municipalities which may avail themselves of this contract.



**AMENDMENT TO STATEWIDE  
CONTRACT 0797C**

This first Amendment to Statewide Contract No. 0797C (the "First Amendment") is made between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Creative Bus Sales, Inc. ("Supplier") and is a Contract Document in connection with Oklahoma Statewide Contract No. 0797C ("Contract") between the State and Supplier. This Amendment is Effective on the date of the last signature ("effective date"). This First Amendment supplements and amends the Contract entered into between the parties effective on February 1, 2022, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the SW0797C (PS #5733).

This Amendment is to extend the current contract at the same terms and conditions for an additional 90 days through October 30, 2024.

**SIGNATURES**

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Amendment and to bind their respective Party thereto.

**STATE:**

Amanda L. Otis  
Amanda Otis (Aug 2, 2024 13:37 CDT)

**Authorized Signature**

Amanda Otis

**Printed Name**

State Purchasing Director

**Title**

**Date**

**SUPPLIER:**

Brent Roy  
Brent Roy (Aug 2, 2024 09:32 CDT)

**Authorized Signature**

Brent Roy

**Printed Name**

**Title**

**Date**



---

**OMES Legal Review**

*Beth Vincent*

Beth Vincent (Aug 2, 2024 16:32 CDT)

**Authorized Signature**

Beth Vincent

**Printed Name**

Deputy General Counsel

**Title**

**Date**



OKLAHOMA

# CONTRACT

## State of Oklahoma

Dispatch via Print

Supplier 0000377141  
MODEL 1 COMMERCIAL VEHICLES INC  
9225 PRIORITY WAY WEST DR STE 300  
INDIANAPOLIS IN 46240-1575  
USA

Contract ID	0000000000000000000000005733	Page	1 of 3
Contract Dates	02/03/2020 to 10/30/2024	Currency	USD
Rate Type	CRRNT	Rate Date	PO Date
Description:	SW0797C-ADA Transit Buses	Contract Maximum	0.00
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

**Contract Lines:**

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	25101502 / 24' 12 Passenger Rear Lift MFSAB Bus Make: Startrans	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
2	25101502 / 24' 15 Passenger, Rear Lift Metal Transit Vehicle Lift Metal Bus Make: Glaval, Starcraft and Startrans	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
3	25101502 / 26' 20 Passenger, Front Lift Metal Transit Vehicles Make: Glaval, Starcraft and Startrans	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
4	25101502 / 30, 35 & 40 Foot Heavy-Duty Transit Low-Floor Diesel Bus Make: Arboc	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
5	25101505 / Front Ramp Full-Size Conversion Van Make: Lonestar	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
6	25101502 / 30, 35 & 40 Foot Heavy-Duty Transit Low-Floor CNG Bus Make: Arboc	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
7	25101502 / 24' 12 Passenger, Front Lift Metal Transit Vehicle	EA	0.00	0.00	0.00	0.00

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature***Lara Moore*

Lara Moore (Aug 5, 2024 09:15 CDT)



OKLAHOMA

CONTRACT  
State of Oklahoma

Dispatch via Print

Supplier 0000377141  
MODEL 1 COMMERCIAL VEHICLES INC  
9225 PRIORITY WAY WEST DR STE 300  
INDIANAPOLIS IN 46240-1575  
USA

Contract ID			Page	
000000000000000000000005733			2 of 3	
Contract Dates		Currency	Rate Type	Rate Date
02/03/2020 to 10/30/2024		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW0797C-ADA Transit Buses			0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

## Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Glaval StarCraft Startrans					
	Contract Base Pricing			0.00000	EA	0001
8	25101505 / ADA Side Ramp Accessible Minivan Braun	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
9	25101502 / Low Floor, Paratransit Cutaway Bus Arboc	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
10	42192201 / Low-Floor ADA Trolley Hometown Trolley	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
11	25101505 / Rear-Lift Full Size Conversion Van Mobility Trans	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
12	56112107 / Options & Accessories	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001

## COMMENTS:

Solicitation Number: 0900000377-Rebid

Contract Period: 02/01/2023 - 07/30/2024

Extension Period 02/01/2024 - 07/30/2024

Creative Bus Sales Point of Contact Info:

Name: Brent Roy

Email: broy@model1.com

Phone Number (469) 333-8918x943

90 day extension through 07/30/2024

LBradley

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

*Lara Moore*

Lara Moore (Aug 5, 2024 09:15 CDT)



OKLAHOMA

State of Oklahoma

## CONTRACT

Dispatch via Print

Supplier 0000377141  
MODEL 1 COMMERCIAL VEHICLES INC  
9225 PRIORITY WAY WEST DR STE 300  
INDIANAPOLIS IN 46240-1575  
USA

Contract ID			Page	
000000000000000000000005733			3 of 3	
Contract Dates		Currency	Rate Type	Rate Date
02/03/2020 to 10/30/2024		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW0797C-ADA Transit Buses			0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

90 day extension through 10/30/24  
Processed for D. Cornelius  
di (090) 8/2/24

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

*Lara Moore*

Lara Moore (Aug 5, 2024 09:15 CDT)



# **EXHIBIT C**

(Follows Behind)

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts. 41 CFR §60.14(a).

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts. 41 CFR §60.14(b)

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141-3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". Contractor will report violations of use of prohibited facilities to the appropriate EPA Regional Office and to state and federal funding agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor 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 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". Contractor will report violations of use of prohibited facilities to the appropriate EPA Regional Office and to state and federal funding agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders Nos. 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractor agrees to follow the requirements of 31 C.F.R. Part 21, "New Restrictions on Lobbying." Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal, amendment, or modification 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 contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR Part 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Model 1 Commercial Vehicles, Inc.  
Irving, TX United States

**Certificate Number:**  
2025-1314150

**Date Filed:**  
05/22/2025

**Date Acknowledged:**  
05/27/2025

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County Transit

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

SW0797C  
40 & 36 Passenger Glaval Buses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)