LOC/fpr
5/7/15
Item No. 6

AN ORDINANCE 2015-05-07-0362

ACCEPTING AN OFFER FROM NATIONAL BUS SALES & LEASING, INC. TO PROVIDE THE CITY OF SAN ANTONIO WITH A 23 PASSENGER SHUTTLE BUS FOR A TOTAL COST OF $119,120.46, FROM THE DEPARTMENT OF HUMAN SERVICES GENERAL FUND.

* * * * *

WHEREAS, an offer was submitted by National Bus Sales & Leasing, Inc. to provide City of San Antonio with a 23 passenger shuttle bus for a total cost of $119,120.46; and

WHEREAS, this purchase meets the requirements under the terms of the State of Texas Cooperative Purchasing Agreement adopted by the City of San Antonio by Resolution No. 91-39-53 on September 12, 1991; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from National Bus Sales & Leasing, Inc. in the amount of $119,120.46 to provide the City of San Antonio with a 23 passenger shuttle bus is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of $119,120.46 for this ordinance is available for Fund 11001000, Cost Center 3811160001 and General Ledger 5701080, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to National Bus Sales & Leasing, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 7th day of May, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

M Bennett Cliffe

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 7, 8, 9, 10, 12, 13, 15, 17, 18, 19, 22, 24, 25B)**
Date:	05/07/2015
Time:	09:27:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer from National Bus Sales & Leasing, Inc. to provide the City of San Antonio with a 23 passenger shuttle bus for a total cost of $119,120.46, from the Department of Human Services General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

City of San Antonio Bid Tabulation

Opened:	March 12, 2015		**TX-MAS**
For:	Purchase of Shuttle Bus		National Bus Sales & Leasing, Inc. 15580 Hwy 114
6100005742		LD	
Item	**Description**	**QTY**	Justin, TX 76247 817-636-6314
1	23 Passenger Shuttle Bus	1	
	Price Each:		$117,357.10
	Total Price:		$117,357.10
	Year, Make & Model Offered:		2015, Arboc, Spirit of Mobility
	Engine Offered:		Chevy 4500
	Warranty Service Provider Name:		Tom Benson GMC
	Warranty Facility Address:		9400 San Pedro, San Antonio, TX 78216
	Production Cut-Off Date:		N/A
	Last day order can be placed without missing cut-off date:		Not Provided
	Can bidder provide bid items after cut-off date:		Not Provided
	Delivery		180 Days
2	Cooperative Fee:		
	Cooperative Fee Each:		$1,763.36
	Total Cooperative Fee:		$1,763.36
	Payment Terms		Net 30
	Total		$119,120.46
	Total Award		**$119,120.46**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005742

PURCHASE OF SHUTTLE BUS

Date Issued: MARCH 4, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM CENTRAL TIME, MARCH 12, 2015

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF SHUTTLE BUS"

Offer Due Date: 10:00 A.M. (CT), MARCH 12, 2015

RFO No.: 6100005742

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST, P.O. Box 839966, San Antonio, TX 78283-3966

Email: LD.MCGARITY@SANANTONIO.GOV
Phone: 210-207-2078
Fax: 210-207-4360

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at http://www.sanantonio.gov/purchasing/. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is soliciting bids to provide one 23 passenger shuttle bus in accordance with the Building and Equipment Services Department specifications listed herein. This vehicle will be utilized by the Department of Human Services. This RFO is issued pursuant to cooperative purchasing contract number 071-072-AT through Texas Comptroller Contract (TX-MAS) with National Bus Sales, who will provide the 23 passenger shuttle bus.

4.2 GENERAL CONDITIONS: The following general conditions will apply to all items within this bid unless specifically excluded within any item.

4.2.1 City of San Antonio reserves the right to increase or decrease quantity of units being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.

4.2.2 All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced therein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.

4.2.3 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

4.2.4 Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

Vendor must deliver equipment to:

City of San Antonio,
Northeast Service Center,
10303 Tool Yard, Bldg #2,
San Antonio, TX 78233
Attn: Acquisitions

Telephone number for this address is (210) 207-4600. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 250 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.5 All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.

4.2.6 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 1300 form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each unit and are required before payment can be processed. Any of these missing items will delay the payment process.

4.2.7 All bodies and components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is **not** authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid.

4.2.8 All units to be equipped with safety equipment as required by the Federal Government.

4.2.9 Fuel systems to be gasoline, and a minimum 40 gallon capacity unless otherwise specified.

4.2.10 The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.2.11 Maximum capacity cooling system offered by manufacturer.

4.2.12 Electrical – Heavy duty battery and alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.

4.2.13 Spare tires required by the below listed specifications must be identical in manufacturer's tread design, ply rating (load range) etc., as those furnished on driving and steering axles. Tires still under evaluation will not be acceptable.

4.2.14 Vehicles to be equipped with OEM tinted glass and current State Inspection Sticker.

4.2.15 No dealership nameplates, markings or decals will be permitted on the vehicles.

4.2.16 BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1 Each	23 Passenger Shuttle Bus

SPECIFICATIONS:

4.3.1 GROSS VEHICLE WEIGHT RATING

Minimum 10,000 pounds or higher if required, to support the loaded weight of the completed vehicle including any optional equipment selected. It is the bidder's responsibility to calculate the actual loaded weight and to provide a heavier tire, wheel, spring and axle combination if required.

4.3.2 DIMENSIONS

A. Overall Length Bumper to Bumper ..... 317 inches maximum
B. Floor to Ceiling measured at aisle center ..... 86 inches at front / 76" at rear minimum
C. Overall Width ..... 96 inches maximum
D. Front Passenger Door Entrance Height ..... 75 inches minimum
E. Aisle Width ..... 18 inches minimum
F. First Step Height:
   1. Ramp Deployed ..... N/A
   2. Vehicle NOT kneeling & Ramp stowed ..... 14 inches
   3. Vehicle kneeling & Ramp stowed ..... 11 inches
G. Wheelbase ..... 191 inches maximum
H. Interior Width ..... 91 inches minimum

4.3.3 ENGINE: Minimum 6.0 liter gasoline engine or 6.5 liter diesel engine, V8, minimum 40 gallon capacity fuel tank.

4.3.4 TRANSMISSION: Automatic shift, minimum of five (5) speeds forward, one (1) reverse, with transmission oil cooler, and equipped with drive shaft guard.

4.3.5 STEERING: Power Assist

4.3.6 BRAKES: Power assist, to include hand or foot operated parking brake control at the operator's position.

4.3.7 SHOCK ABSORBERS & AIR RIDE: All chassis shall be equipped with Air Suspension System supplied by Air Lift powered by two electric compressors. Additionally, the suspension system shall include Heavy-duty, double acting type, front and rear, in lieu of the manufacturer's regular duty shock absorber

4.3.8 WHEELS AND TIRES: LT225/75RX16E all season on White Steel Rims

4.3.9 BUMPERS: Bumpers shall be provided at both front and rear. Front and rear wrap-around type, painted or chrome finish.

4.3.10 ELECTRICAL:

A. Alternator Minimum 145 ampere rating or greater if necessary to supply a minimum of 50 amperes at the vehicle engine manufacturer's recommended engine idle rpm for this van with the air conditioning unit and wheelchair ramp in use simultaneously.

B. Batteries

Two each 12 volt with a cold cranking capacity of not less than 400 amperes at 0° F on the first battery and 850 amperes on the second at 0°F for a total CCA of 1250 amperes at 0° F with a minimum 100 ampere reserve capacity (BCI rating).

C. Electrical Wiring

1. To be color-coded or otherwise identified. All connectors will be SAE approved. All vehicles furnished in response to this item shall be identically wired. Schematic diagrams will be furnished covering all electrical equipment and electrical circuits, complete with wiring codes or color.

2. Instruments and Instrument Panel: The vehicle will be equipped with the following non-glare illuminated instruments and gauges mounted for easy maintenance and repair and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gauges are not acceptable. If an electronic monitoring system is furnished, it must monitor at a minimum the following:

   a. Speedometer
   b. Odometer
   c. Fuel gauge
   d. Oil pressure gauge
   e. Water temperature gauge
   f. Ohmmeter or voltmeter with graduated charge and discharge indications
   g. High beam headlamp indicator

3. Radio Frequency Interference Package (for land mobile radio transceiver interference): Vehicles may have land mobile radio transceivers installed after delivery. Radio frequency interference suppression will be provided for radio frequency up to 1,000 MHZ. Antennas will be mounted on the roof, front fender, and/or rear fender. All vehicle electronic circuits including, but not limited to, ignition, computers, emission controls, and regulators shall be designed to suppress, bypass, or otherwise prevent interference from affecting the radio transceiver, and shall be unaffected by radio frequency energy generated and radiated by the above described radio installation.

   NOTE: Units may be subject to installation of a mobile radio and be subject to inspection and testing specified.

4. All units to be equipped at the factory with a full headliner, fresh air heater and defroster units, minimum AM/FM OEM radio and manual tilt steering wheel. **Each unit shall have a minimum of three (3) sets of keys.**

   NO POWER WINDOWS AND DOOR LOCKS (manual only).

4.3.11 LIGHTING:

A. Interior - Lighted step well and dome or side lamps to adequately illuminate the passenger seating area.

B. Exterior - Two each backup lamps and all lamps and reflectors required by FMVSS No. 108 or latest revision thereto. Lighting must also meet Texas State Motor Vehicle laws.

4.3.12 AIR CONDITIONING PERFORMANCE:

A. The installed air conditioning system shall cool the interior of the vehicle to 80° F measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be near the driver's location, at the mid-point of the body, and two feet forward of the rear of the vehicle.

B. The test conditions under which the above performance must be achieved shall consist of placing the vehicle in a room (such as a paint booth) where ambient temperature can be maintained at 100° F, heat soaking the vehicle at 100° F with windows open for at least one hour, and closing windows, turning on the air conditioner and cooling the interior of the vehicle to 80 degrees plus or minus two degrees Fahrenheit within a maximum of 25 minutes while maintaining 100° F outside temperature.

4.3.13 AIR CONDITIONING SYSTEM:

A. ACC 78,000 BTU/hr system, or equal.
B. Compressor: TM 21
C. Condenser: 78,000 BTU skirt mount
D. Evaporator: 55,000 BTU front or rear mount
E. Controls: Manual 3 speed
F. Components: The components of the air conditioning system shall be readily accessible for maintenance.
G. Air Conditioning Circuits: Shall be protected with automatic circuit breakers or thermal relays.
H. Air Conditioning System(s) Identification

   1. System(s) shall have affixed a legible and durable nameplate with the following information:

      a. Name and address of manufacturer.
      b. Cooling capacity (BTU/hr), and blower capacity (CFM).
      c. Type of refrigerant and recommended operating charge.

   2. Installation of Air Conditioning System(s)

      a. Installation of the air conditioning system(s) shall be by the vehicle body company or by factory authorized air conditioning dealer who normally stocks, sells, installs and services a unit of the type being furnished.

b. Poor or shoddy installation will be grounds for immediate rejection of the complete vehicle.

4.3.14 PERFORMANCE TESTING OF AIR CONDITIONING SYSTEM:

A. Upon delivery of the vehicle, the vendor will furnish vehicle manufacturer certification that the vehicle delivered meets or exceeds the air conditioning performance requirements.

B. Upon request, prior to and during the warranty period, the City of San Antonio reserves the right to inspect vendor's facility and equipment to confirm that the vehicle bid meets or exceeds all performance requirements.

4.3.15 REPAIR PARTS & PUBLICATIONS:

A. Bidder will include with each bid a list of companies or individuals, and their addresses, who stock repair parts in Bexar County and who are authorized to perform service on the products furnished.

B. The supplier shall furnish one copy of complete installation, maintenance parts and operating manuals for each different model, size and type of equipment furnished. The manuals shall accompany the equipment when delivered.

4.3.16 HEATING & DEFROSTING:

A. Front Heater: Shall be OEM supplied as provided by chassis manufacturer.

B. Rear Heater: A second hot water heater with blower fan, having a BTU rating of minimum 35,000 shall be installed under a seat near the rear of the bus. An easily accessible gate valve shall be furnished in the engine compartment to cut off the flow of coolant water to the rear heater.

C. Defroster: Shall be OEM supplied as provided by chassis manufacturer.

4.3.17 SAFETY EQUIPMENT:

A. First Aid Kit - To be standard State of Texas School Bus First Aid Kit. Kit shall be securely mounted near the driver's seat.

B. Fire Extinguisher - One 5 pound dry type (ABC rated), securely mounted near the driver's seat.

C. Reflectors - Three folding triangle reflectors with storage container(s).

D. Back-up Alarm - Meeting the requirements of SAE J994B or the latest revision thereto.

E. Fresnel Lens - Provided on the rear window of the bus, Van Guard or equal.

4.3.18 MIRRORS:

A. Exterior - Two exterior rear view mirrors shall be provided: one at the driver's left side mounted in the OEM position and one on the right/curb side. Mirror shall be a minimum of 6" x 9".

B. Interior - OEM rear view day/night mirror.

C. Passenger Mirror – an additional 6" x 9" Convex Mirror is standard for driver to view the passengers and will be mounted to the right of OEM rear view.

4.3.19 WINDOWS:

A. Solid windows are standard (Options include T-Slider Windows). Window frames will be anodized black as standard. Passenger windows shall be a minimum of 18-1/2", 36", or 45" wide and 36"high. (Body length will dictate sizes). Side view transition window behind the driver (approximately 200 square inches of viewing glass). Large curb side viewing window (approximately 550 square inches of viewing glass).

B. A rear egress window is standard on the rear wall.

C. An extra egress window for the front driver side is standard.

4.3.20 PASSENGER SEATS:

A. Seats to be steel frame construction, foam padded and upholstered with 42 oz. vinyl material. All seat covering material to be fire retardant/low toxicity meeting the minimum requirements of Federal Motor Vehicle Safety Standard FMVSS No. 302. Double seats shall be not less than 34 inches wide, single seats not less than 17 inches wide, and rear bench seat. Seat cushion depth shall be at least 15 inches. A padded full length grab rail shall be furnished along the top of each seat. Seats shall be spaced to provide not less than 18 inches of clear knee room, and an aisle width of not less than 18 inches. Seat frames to be mounted with bolts, flat washers, lock washers, and nuts, or approved equal. Where it is impossible to use bolts and nuts at certain floor points due to main cross members or floor sill interference, thread forming or cutting bolts and lock washers may be used.

B. Lap type belts meeting FMVSS No. 209 equipped with seat frame mounted, emergency locking seat belt retractors shall be provided for each seated passenger.

4.3.21 DRIVER'S SEAT: Driver's seat to be adjustable pedestal type or the platform type giving approximately 4 inches fore and aft, and a 1 inch vertical adjustment, with seat belts. Safety belts must be equipped with a seat frame mounted, emergency locking retractor or an automatic locking retractor that has certain features to prevent it from progressively tightening the belt around the driver.

4.3.22 BODY CONSTRUCTION CURB SIDE WALL, DRIVER SIDE WALL, AND REAR WALL: Wall structure which ends at the floor line is not acceptable and lower skirts that are not an integral part of the side wall are not permitted. Steel structure must extend below the floor level to the lowest point in side wall. There is (1) 1-1/2" x 2-1/2" horizontal 16 gauge steel tube at the top forming the edge of wall. There is one row of 1-1/2" x 1-1/2" horizontal 16 gauge steel tube below the window line. There is one row of 1-1/2" x 2-1/2" horizontal 16 gauge steel tube at the floor level. There is one row of 14 gauge C-Channel at the top of the side wall. There is one row of 1-1/2" x 1-1/2" horizontal 16 gauge steel tube at the bottom forming the edge of the wall. Vertical steel ribs consist of 1-1/2" x 2" 16 gauge steel tubes located at sides of each window. (1) 1-1/2" x 1-1/2" 16 gauge steel tube is welded vertically at the midpoint of each window with a width greater than 24" connecting the horizontal tubes below window and the horizontal tube that is welded at the floor line. (2) 1-1/2" x 1-1/2" 16 gauge steel tubes are required at the front of the side wall to form the front and rear of the door opening. Rear walls shall have 14 gauge plates with holes to allow the wall to be fastened to the side walls. The entire steel structure must be bonded (structural bonding adhesive) and bolted together. Any other method of assembly will not be accepted. Exterior wall surface is White FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Interior wall surface is Grey FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Options to replace include Nanocide (Grey or Tan), Auto Cloth (Grey), or Vinyl Soft Touch (Grey. Luan used as a substrate is not permitted in the exterior or interior of the of the wall construction.) The structure shall be watertight and shall meet the requirements of Federal Safety Standards on School Bus Rollover Protection, FMVSS No. 220.

4.3.23 ROOF LINER: Interior ceiling surface is Grey FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Options to replace include Nanocide (Grey or Tan), Auto Cloth (Grey), or Vinyl Soft Touch (Grey).

4.3.24 PASSENGER ENTRANCE DOOR & RAMP:

A. Passenger entrance door- Entry Door shall be a dual panel, swing out type door with two glass windows. Door Opening: 35" minimum clear opening with entry assist handles. Door Windows Dimensions: 15" x 72" minimum. Clear Entry Dimensions: 39" wide by 75" high. Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. Passenger entry door shall function through the use of an electric door mechanism. For emergency situations, a manual door release control shall be provided over the top of the door, and shall be designed to permit simple operations to override the electric door operator. Standard operating for the passenger entry door will not allow the door opened when vehicle is traveling faster than 5 mph for safety.

B. RAMP –Steps are not allowed and all passengers shall enter by way of passenger door.

4.3.25 STANCHIONS, GRAB RAILS, AND MODESTY PANELS: Vertical, floor to ceiling stanchions shall be provided at the aisle immediately behind the driver's seat and one (1) at the ramp/vehicle floor transition point. A horizontal grab rail with padded modesty panel attached shall extend from the wall to each stanchion.

4.3.26 WHEELCHAIR RAMP:

A. The vehicle shall be equipped with a wheelchair ramp. The entry ramp shall either be a Braun or Ricon power ramp that is designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed. Entry ramp shall be 62 inches minimum and provide a 1:6 angle when deployed to the ground with bus in kneeling position. The surface of the entrance ramp shall have non-skid mats applied.

B. Hydraulic type.

C. Capacity - Entry ramp shall be rated at a 800 pound maximum.

4.3.27 FORWARD FACING WHEELCHAIR PARKING AND SECUREMENT:

A. Seating arrangement shall require two forward facing wheelchair spaces, measuring approximately 48 inches front to rear and approximately 30 inches side to side.

B. Wheelchair securement system shall be provided to securely hold the wheelchair in the station. This system shall be composed of a complete Q'Straint L-Track or Slide & Click system.

C. The system shall be composed of the following elements. At each wheelchair position a four-point attachment system shall be used consisting of four separate belts with all necessary buckles, hardware, fittings and other parts to make it a complete wheelchair securement system.

D. Provisions shall be provided to properly store wheelchair restraints in bus mounted containers when not in use.

4.3.28 FLOOR AND FLOOR COVERING: Steel sub floor cross members shall be 2" x 2" 14 gauge steel tubing. Sides of the sub floors shall be 14 gauge C-Channel that will overlap the 1.5" x 2.5" 16 gauge floor line tubing in the side walls. Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails. The floor decking shall be a 5/8" thick single piece of engineered wood with moisture barrier laminated to upper surface and moisture sealed edges. Underside of floor decking shall be sprayed with a Poly-Urea coating prior to installation to the sub floors. A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning. Ramp area, interior floor, and lower walls shall be seamless sprayed-in Poly Urea coating for durability and allow the floor to be easily cleaned. The cab floor shall have the OEM insulated floor covering. The cab cockpit floor will have a 16 gauge plate welded in place for future fare box installation.

4.3.29 INSULATION: The ceilings and sidewalls shall be thermally insulated with a fire resistant material approved by Underwriters Laboratories Inc. to adequately reduce the noise level and to minimize vibrations. Air-conditioned bus shall have the equivalent of 1½ inches of polystyrene insulation in the ceilings and walls. The roof bows shall be insulated with high performance flexible foiled sheet style insulation. Any insulation used shall have a minimum R factor value of 7.

4.3.30 PAINTING: Exterior surfaces normally painted shall be thoroughly degreased, primed, and painted manufacturer's standard white color.

4.3.31 DELIVERY: All vehicles must be serviced prior to delivery in accordance with the manufacturer's "new vehicle" pre-delivery service requirement.

4.3.32 PUBLICATIONS: Equipment Manuals – Each delivered unit must contain an operator's manual NO EXCEPTIONS. A manufacture's parts and maintenance manual or CD ROM must be delivered to the City of San Antonio Fleet Acquisitions at the vendor's cost per model of all equipment, accessories, and components, NO EXCEPTIONS. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for the vehicle including the vehicle's drive-line components. Necessary warnings and safety precautions shall be included. As built wiring diagrams for all components will be required upon delivery.

4.3.33 SAFETY DECAL(S): Safety decal(s) shall be furnished and shall be affixed at any/all applicable area (emergency exit, steps, "This vehicle stops at all Railroad Crossings", etc...). The decals shall include necessary warnings and precautions. Permanent decals (plaques) are preferred.

4.3.34 INSTRUCTION ON SAFETY, OPERATION AND PREVENTIVE MAINENANCE: The successful bidder shall provide the City with a minimum of four (4) hours of instruction on safety, operation, and preventive maintenance of the vehicle after the unit has been delivered and is ready for operation, but prior to payment.

4.3.35 PARTS BOOKS, MANUALS AND DRAWINGS: The contractor shall furnish a complete detailed plan of the air conditioning and heating system, a complete schematic wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring color codes, one complete set of operating instructions, trouble-shooting guide, and detailed parts lists. Parts manuals must include as built detailed illustrations and descriptions of all equipment to include air conditioner units.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and that the sum of $100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 071-072-AT through TEXAS COMPTROLLER CONTRACT.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

INSURANCE

A) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division which shall be clearly labeled "*Purchase of Shuttle Bus*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you *if applicable	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

D) Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names the Bidder and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to

City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: City's Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment B – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment C – Nondiscrimination Clause
Attachment D – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type:

Vendor ID No.:	58-1216021
Signer's Name:	Jennifer Cobb
Name of Business:	National Bus Sales & Leasing Inc
Street Address:	15580 Hwy 114
City, State, Zip Code:	Justin, TX 76247
Email Address:	jcobb@nationalbussales.com / jjohnson@nationalbussales.com
Telephone No.:	817.636.2365
Fax No.:	817.636.2947
City's Solicitation No.	6100005742

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

ATTACHMENT A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	23 Passengers Shuttle Bus

PRICE EACH: $ 117,357.10

TOTAL PRICE: $ 117,357.10

YEAR, MAKE & MODEL OFFERED:

2015 Arboc Spirit of Mobility

ENGINE OFFERED:

GM 4500

WARRANTY SERVICE PROVIDER NAME:

Tom Benson GMC

Ralph Diaz @ 210.341.3311

WARRANTY FACILITY ADDRESS:

9400 San Pedro

San Antonio, TX 78216

PRODUCTION CUT-OFF DATE: n/a

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE.
IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	Each	COOPERATIVE FEE

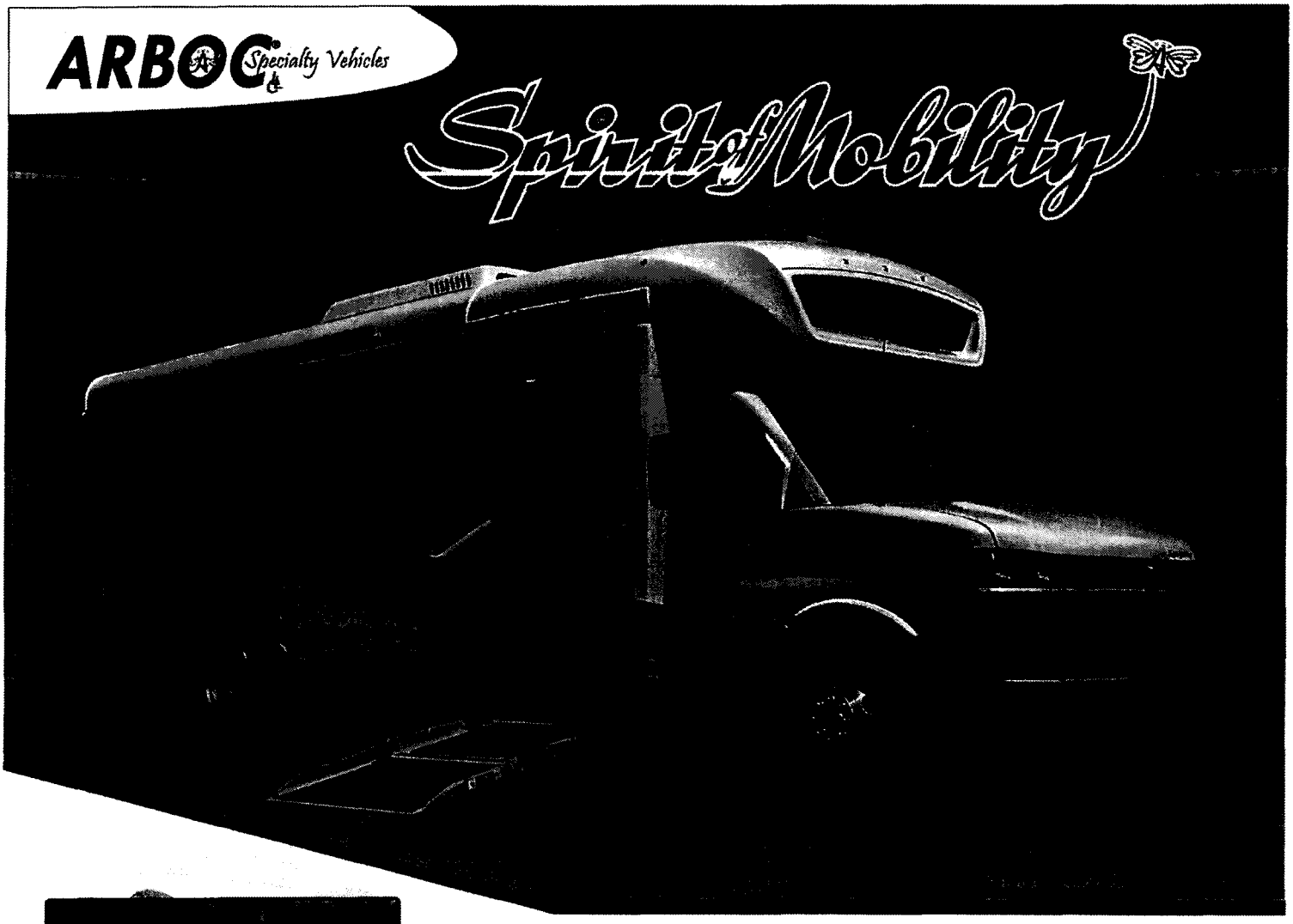
COOPERATIVE FEE EACH: $ _____

TOTAL COOPERATIVE FEE: $ 1,763.36

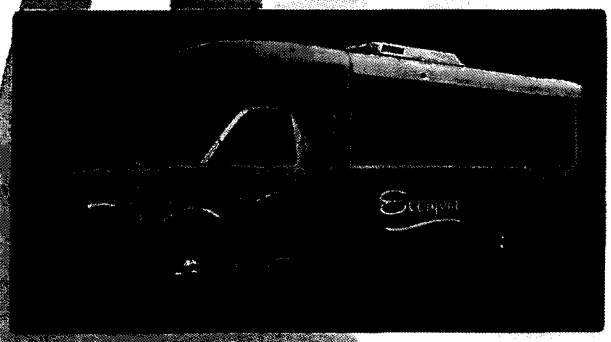
Prompt Payment Discount: n/a % n/a days. (If no discount is offered, Net 30 will apply.)

ARBOC Specialty Vehicles

Spirit of Mobility



The ARBOC Spirit of Mobility provides a single, non-discriminatory patented angled and accessible entranceway. Riders of ALL abilities no longer need to contend with steps in the most accessible cutaway bus in the industry today. Now every passenger, including wheelchair riders and even power scooters can experience what true Random Access really means! If speed of operation, ride quality, passenger dignity and safety are important, then the Spirit of Mobility is the bus for you!



*Optional bonded side windows pictured

The ARBOC Spirit of Mobility is built on a conventional GM cutaway with all the passengers entering through the same 39 inch wide door opening. The interior offers theater seating for better viewing for all riders. The Spirit of Mobility lowfloor bus offers a full air-ride suspension with a beneficial kneeling feature allowing for a 1:6 ramp slope and an entrance of less than 5" from the curb without deploying the ramp.

Accessibility for Everyone

For more information Please Contact us at
Phone - 574.825.4880 Fax - 574.825.1750
51165 Greenfield Pkwy, Middlebury, IN 46540
www.ARBOCsv.com

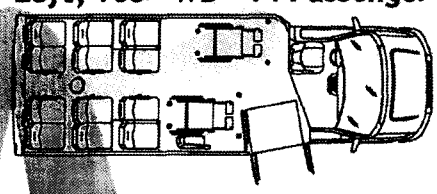
Spirit of Mobility BY ARBOC

GENERAL MOTORS "G-VAN CUT-AWAY" CHASSIS

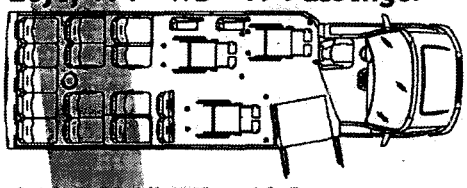
- GM4500 with GVWR 14,200
- GVWR Front Axle: 4,600 (14,200)
- GVWR Rear Axle: 9,600 (14,200)
- Engine: Vortec 6.0L Gas (Optional Duramax 6.6L Diesel)
- Transmission: 6-Speed Automatic (MYD)
- Brakes: Heavy Duty Disc Brakes with four-wheel ABS
- Park Brake: Internal Rear Disc
- Alternator: 160 Amp Gas; 145 Amp Diesel
- Battery: 770 CCA
- Tires: LT225/75RX16D/E on White Steel Rims
- Fuel Tank: 57 Gallons
- 50 State Emissions
- Shuttle Bus Package (Includes): Chrome Appearance Package (Chrome grille with dual composite halogen headlamp), Tilt/Cruise
- Doors: Driver Side Door Only
- Air Bag: Driver Side Only
- Visor: Driver Side Only
- Mirror: Inside Rearview Day/Night
- Horn: Dual Note Tone
- Radio: Radio Provisions Only
- Power Ports: (2) 12-Volt Outlets
- Low Oil Pressure Light
- Power Steering
- Driver Dome Light
- Daytime Running Lights
- Factory Dash A/C, Defroster, and Heat
- Driver Information Center
- Seat: Driver Seat Only (Cloth, High Back, Adjustable Fore and Aft, Arm Rest, and Three Point Seat Belt)
- (1) 110-Volt Outlet in Drivers Cab
- USB Port

FLOORPLANS

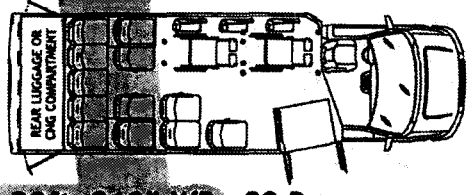
23ft, 165" WB - 14 Passenger



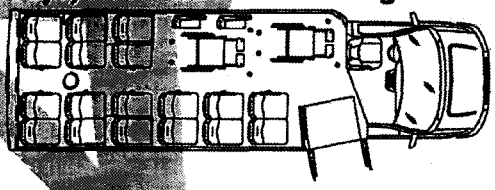
26ft, 191" WB - 19 Passenger



26ft, 191" WB - 18 Passenger



28ft, 210" WB - 22 Passenger



STANDARDS

BASE MODELS

- SOM 23 165" WB/24'-1" Overall Length Gas/Diesel
- SOM 26 183" WB/26'-3" Overall Length Diesel
- SOM 26 191" WB/26'-3" Overall Length Gas
- SOM 28 210" WB/27'-10" Overall Length Gas

CONSTRUCTION

- 5/8" Engineered Wood Floor (laminated/edge sealed prior to installation)
- All Tubular Steel Cage Construction w/E-Coat for Anti-Corrosion
- Bolt & Bonded Construction
- Full Laminated Body
- Body Width: 96" (does not include mirrors)
- Body Height: 110" (does not include roof hatch or AC)
- Seating Capacity: Theater Seating up to 23 Passengers, Gas
- Seating Capacity: Theater Seating up to 21 Passengers, Diesel
- Wheel Chair Capacity: up to 8
- Floor and Wheel Wells completely encapsulated w/Poly Urea Coating
- Altoona Tested- 7 Years/200,000 Miles
- Meets all applicable FMVSS Regulations. Including FMVSS 214 - Side Impact Protection and FMVSS 301 - Fuel System Integrity

CHASSIS

- Reyco Granning Rear Suspension
- Driver Side Running Board
- Dual 12V Electric Air Suspension Compressor System
- Front and Rear Mud Flaps
- Steel Rear Bumper painted Black
- 14 gauge mounting plate prep for optional fare box
- Exhaust Streetside Rear

ELECTRICAL

- Ramp Activation System (Includes: Exterior Ramp Toggle Switch)
- Exterior Door Toggle Switch
- Air Pressure Gauge w/Buzzer & LED Indicator Light
- Fast Idle
- Egress Window Lights
- "ONE TOUCH" Kneel Switch
- Alarm Backup
- Driver Switch Panel in Driver's Console
- LED Interior/Exterior Lights (Except GM)
- Interior Passenger Lights "ON" with door
- Master Battery Disconnect Switch
- Auxiliary Battery Compartment w/Tray and Door

EXTERIOR BODY/LIGHTS

- Rear Center Mounted Brake Light -LED
- Exterior Light at Entry Door - LED
- Black Rubber Rear Wheel Well Flares
- One Piece Exterior FRP Wall/Skirt
- Flush Mount Front Cap Marker Lights - LED
- Upper Corner Rear ICC Lights - LED

INTERIOR

- Left Hand Stanchion - Stainless Steel
- Right Hand Stanchion - Stainless Steel
- Entry Assist Handles - Stainless Steel
- One Piece FRP Interior Walls/Ceiling
- Door Header Access Panel
- (2) Cup Holders

MIRRORS/SAFETY

- Interior Convex Mirror
- Velvac Manual Exterior Mirrors-Door Mounted 2020XG
- White Standee Line w/Sign

WINDOWS/DOORS

- Extra Egress Window Front Driver Side (183", 191", 210" WB)
- Solid Framed Windows
- Side View Window Behind Driver
- Large Curb View Window
- Electric Outward Opening Entrance Door w/39" Clear Opening (35" w/ Handles)
- Rear Egress Window (24 x 60)

NTEA

MEMBER OF APTA

MEMBER OF MSBMA

ISO 9001 CERTIFIED