



Cover Letter

To: City of Gainesville, FL

From: Ed Harmon, National Director of Operations for ABC Bus Inc.

Date: November 1, 2017

Re: ITB RTSX-180037-DS, Wheelchair Upgrades

Thank you for allowing ABC the opportunity to bid on this ITB. By choosing ABC to perform the repair of your buses, you will find that we use systematic and methodical practices to approach each project. This has been proven to result in products and services which provide the highest quality at the best value in the required time frame.

We've added ABC's standard warranty language to this cover letter as part of the bid submission: "Any manufacturer's warranty for materials shall be assigned to the City, to the extent possible, and said warranty shall be according to the manufacturer's standard warranty terms and conditions. Otherwise, ABC hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability, or fitness for a particular purpose. The warranty for ABC's workmanship will be for a period of 6 months."

ABC would like you to consider adding the following Indemnification & Hold Harmless language: "Indemnification applies only to the negligence or willful misconduct of the Contractor in the performance of its contractual obligations herein. This indemnification shall not apply to the manufacture, use, custody, or control of the goods by the City or any third Party designated by the City."

ABC will provide the required insurance certificate if selected as the winning bidder.

We look forward to working with you and ask that you consider ABC as your exclusive vendor to take care of your needs as they pertain to this ITB.

Best Regards,

A handwritten signature in black ink, appearing to read 'Ed Harmon', followed by a small, stylized mark that looks like 'NDO'.

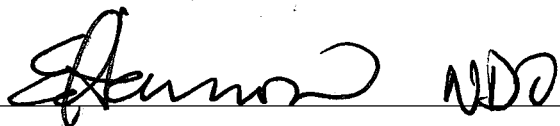
Ed Harmon
National Director of Operations, ABC Bus, Inc.

CERTIFICATION REGARDING LOBBYING

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

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

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



Signature of Contractor's Authorized Official

Ed Harmon, National Director of Operations

Name and Title of Contractor's Authorized Official

November 1, 2017

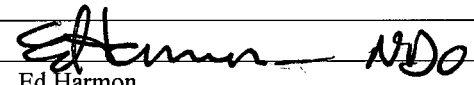
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____		
8. Federal Action Number, if known : N/A			9. Award Amount, if known : \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Ed Harmon Title: National Director of Operations Telephone No.: _____ Date: 407-287-3007 November 1, 2017		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CONTRACTOR RESPONSIBILITY CERTIFICATION

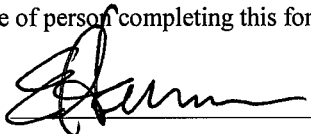
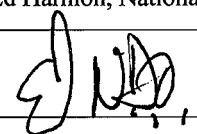
The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		X
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		X
3. Has the firm defaulted on any project in the past three (3) years? No Defaults in the Florida Location		X
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		X
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		X
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		X
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?	X	
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?	X	
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?	X	
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?	X	
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.	X	

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Bidder Name: ABC Bus, Inc.

Name/Title of person completing this form: Ed Harmon, National Director of Operations

Signature:  

Date: November 1, 2017

BID FORM

TO: **City of Gainesville, Florida**
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Upgrade Wheelchair Restraint Systems**

BID#: **RTSX-180037-DS**

BID DUE DATE: **November 1, 2017 at 3:00 p.m. local time**

CITY'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: _____ Telephone Number: 352-334-5021
 Fax Number: 352-334-3163
 Email address: _____

Bidder Legal Name: ABC Bus, Inc.

Bidder Alias/DBA: _____

Bidder's Address: 17469 West Colonial Drive
Winter Garden, FL 34787

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Ed Harmon Telephone Number 407-287-3007
 Date: November 1, 2017 Fax Number 407-905-7050
 Email address eharmon@abc-companies.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s 1, 2, 3, to these Specifications.

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

Revised: 5/31/16

Exhibit I

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the bid.**

Please TYPE or PRINT legibly. Use additional sheets as necessary.

SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Disadvantaged Business Entity
1. NA				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Disadvantaged Business Entity
1. NA				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. GILLIG	570-264-5000	UPGRADE SUBURBAN PART	1/7300	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: ABC Bus, Inc

Form Completed By: Ed Harmon

Date: November 1, 2017

Title: November 1, 2017

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

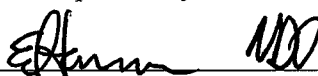
ABC Bus, Inc.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

November 1, 2017

Date

**ADDENDUM NO. 1**

Date: September 25, 2017

Bid Date: November 1, 2017
at 3:00 P.M. (Local Time)

Bid Name: Upgrade Wheelchair Restraint Systems

Bid No.: RTSX-180037-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

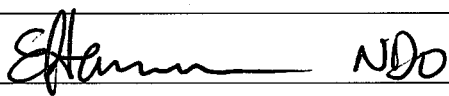
The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. A non-mandatory pre-bid meeting has been set for October 17, 2017, 1:30pm, RTS Administration Building, 34 SE 13th Road, Gainesville, FL.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ABC Bus, Inc.
BY: 
DATE: November 1, 2017

**ADDENDUM NO. 2**

Date: October 17, 2017

Bid Date: November 1, 2017
at 3:00 P.M. (Local Time)

Bid Name: Upgrade Wheelchair Restraint Systems

Bid No.: RTSX-180037-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any remaining questions are to be submitted in writing to the City of Gainesville Purchasing Division by Noon, October 20, 2017. Questions are to be submitted as follows:

Faxed (352) 334-3163
Attention: Daphne SESCO
or
Email: sescoda@cityofgainesville.org

2. Find attached:

- Copy of the lobbying and blackout period definitions (Purchasing Procedure 41-423) distributed during non-mandatory pre-bid meeting
- Copy of the pre-bid meeting sign-in sheet

3. Daphne SESCO, Purchasing Division, discussed bid requirements:

- Sign-in Sheet is circulating. Since this is not a mandatory meeting neither failure to sign-in nor non-attendance will result in bid response not being accepted.
- Verbal instruction does not change the terms of the solicitation – changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this meeting will be available in an addendum for download through DemandStar.
- All communication, contact and/or correspondence must be with the buyer, Daphne SESCO. Bidders who have contact with anyone other than the buyer (department, City elected officials, etc.) will be disqualified. Refer to the blackout period as defined in Section I, 5. page 5.
- Responses are to be received in the Purchasing office no later than 3:00 p.m. (local time) on November 1, 2017. Any bids after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).

- Send questions in writing to Daphyne via fax or email. Any contact with staff other than the Purchasing representative may be basis for disqualification of your bid. Question submittal deadline is Noon, October 20, 2017.
- As Addenda are issued, the signature page should be included in the response acknowledging receipt of the addendum.

3. Paul Starling, Transit Maintenance Manager, gave an overview of the project; engineered solution developed with Gillig to retrofit pieces into kit to be used to update older restraint-type system. Buses were available to permit bidders to see the layout of 1) a bus that is up to standard, 2) buses that are to be upgraded.

4. Questions/Responses:

Question1: What buses are being upgraded?

Answer1: All buses being upgraded are 2001 Phantoms. We will be keeping them for another five years; this upgrade will provide safe and reliable restraint system.

Question2: What brand?

Answer2: American Seating.

Question3: Did Gillig design installation as well?

Answer3: No, but we can provide the layout (see "Attachment A-2006 phantom RTS 6 15 17SL-54948-000_1 Model (1)").

Question4: Are we looking at Phantom and other buses?

Answer4: Just Phantoms. We have two groups of Phantoms: one including 8 buses and the second including 11 buses; there are subtle differences between the buses.

Question5: What is your take on floor covering? Plugging with silicone?

Answer5: Intent is to permanently seal penetration points.

Question6: Work done onsite?

Answer6: There are two options for pricing: onsite and offsite. The City will only choose one of the options, not both.

Question7: Date for completion?

Answer7: No. We are aware that time will be needed for ordering kits, etc.

Question8: In kits – already got right design, fabric to match?

Answer8: Yes, contents match existing.

Question9: One installed yet?

Answer9: No installs have been done on this project.

Question10: Do we need to remove seats?

Answer10: No, there is currently 48" of clear space.

Question11: (While in Bus #556) Leave box or take out?

Answer11: Demo box.

Question12: Holes, void areas – how to handle?

Answer12: Provide a permanent solution for holes, voids as best you can.

Question13: Do any buses have this system?

Answer13: Bus #567 has the same exact barrier and restraint system to be used in the upgrade of the 2001 year model buses.

Question14: Can't be parts for this?

Answer14: No.

Question15: (While in Bus #548) Just placing one stanchion?

Answer15: Yes, one per barrier.

Question16: One kit fits both configurations?

Answer16: Yes.

Question17: Does barrier line up frame rail?

Answer17: No, use backing plate to support per technical specifications.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

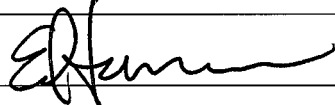
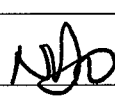
CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

ABC Bus, Inc.

BY:

DATE:

November 1, 2017

**ADDENDUM NO. 3**

Date: October 20, 2017

Bid Date: November 1, 2017
at 3:00 P.M. (Local Time)

Bid Name: Upgrade Wheelchair Restraint Systems

Bid No.: RTSX-180037-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The questions submittal deadline has passed; no additional questions will be answered.
2. Question/Response:

Question: The pricing page requires that we provide a price for each position, however the Gillig parts kit is a single price per bus, which includes both Left and Right Positions. Would RTS be willing to change the pricing page to a "per bus" price to match the parts availability?

Answer: **Yes, we are willing to change to "per bus" pricing. Bidder must use the revised "BID PRICES" page that is included with this addendum instead of the one in the original bid package.**

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

ABC Bus, Inc.

BY:

DATE:

November 1, 2017

**ADDENDUM NO. 3**

Date: October 20, 2017

Bid Date: November 1, 2017
at 3:00 P.M. (Local Time)

Bid Name: Upgrade Wheelchair Restraint Systems

Bid No.: RTSX-180037-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The questions submittal deadline has passed; no additional questions will be answered.
2. Question/Response:

Question: The pricing page requires that we provide a price for each position, however the Gillig parts kit is a single price per bus, which includes both Left and Right Positions. Would RTS be willing to change the pricing page to a "per bus" price to match the parts availability?

Answer: **Yes, we are willing to change to "per bus" pricing. Bidder must use the revised "BID PRICES" page that is included with this addendum instead of the one in the original bid package.**

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

ABC Bus, Inc.

BY:

DATE:





November 1, 2017

*****REVISED*****

BID PRICES

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the prices bid below. Award will be for either OPTION 1 or OPTION 2, not both.

*****It is the desire of the City to retrofit as many buses listed below as possible. However, due to budgetary limitations, the City cannot guarantee retrofitting all buses cited on the bid form.**

OPTION 1: Purchase/Retrofit Service (On-Site at RTS)	PRICE PER BUS
All labor, materials, equipment, and supplies necessary to purchase, remove, install, and retrofit one (1) bus. Upgrades may be performed in up to eight (8) 2001 Gillig Transit Bus 40' SL-46036 in accordance with bid specifications.	\$ 11,043.53 /per bus 
All labor, materials, equipment, and supplies necessary to purchase, remove, install, and retrofit one (1) bus. Upgrades may be performed in up to 11 (eleven) 2001 Gillig Transit Bus 40' SL-2512826 in accordance with bid specifications.	\$ 12,043.53 /per bus 
OPTION 2: Purchase/Retrofit Service (Off-Site at Bidder's Location)	PRICE PER BUS
All labor, materials, equipment, and supplies, <i>including pickup and delivery of each bus</i> , necessary to purchase, remove, install, and retrofit one (1) bus. Upgrades may be performed in up to eight (8) 2001 Gillig Transit Bus 40' SL-46036 in accordance with bid specifications.	\$ 10,887.18 /per bus 
All labor, materials, equipment, and supplies, <i>including pickup and delivery of each bus</i> , necessary to purchase, remove, install, and retrofit one (1) bus. Upgrades may be performed in up to 11 (eleven) 2001 Gillig Transit Bus 40' SL-2512826 in accordance with bid specifications.	\$ 11,887.18 /per bus 

ADDITIONAL BIDDER INFORMATION

Bidder's Motor Vehicle Repair License/Permit #: MV38648

Are you proposing use of subcontractor: Yes X No

If yes, provide name of Bidder's Subcontractor: N/A

Provide Subcontractor's Motor Vehicle Repair License/Permit #: N/A

Does Bidder have a minimum of five (5) years of business experience in transit bus repair and or overhaul? Yes No N/A

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

NOTE: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NEGOTIATE PRICING FOR LIKE ITEMS OF DIFFERING SIZES NOT SPECIFICALLY COVERED IN THIS BID.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Program? (Refer to Definitions) ☐ YES ☒ NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Program? (Refer to Definitions) ☐ YES ☒ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☒ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the cur Federal Transit Administration requirements (refer to the Technical Specifications) and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

Stephanie Wintle
Signature

By: Stephanie Wintle

Title: Notary

BIDDER:

Ed Harmon
Signature

By: Ed Harmon

Title: National Director of Operations



ABC COMPANIES
INVOICE TERMS AND CONDITIONS

1. Definitions.

Where the context permits, the following words shall have the meanings indicated:

- (a) "**Buyer**" means the person, partnership, company or corporation procuring the Products from the Company.
- (b) "**Company**" means ABC Bus, Inc. or its subsidiaries, affiliates or assigns thereof it may designate from time to time.
- (c) "**Products**" means all goods or materials to be provided pursuant to this order invoice.

2. Sales Terms.

- (a) **Payment Terms.** Unless otherwise set forth on the face of this order invoice, the Company's normal payment terms are net 30 days from date of invoice, with approved credit. Any cash discount which may be offered on the face of the order invoice must be paid by the discount date to allow deduction of that discount. Discounts offered will be disallowed if any past due balances are outstanding on any previous invoice. The Company may, in its sole judgment, require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit.
- (b) **Past Due Accounts.** A finance charge of the lesser of 1.5% per month (18% APR) or the highest rate permitted by law will be assessed on all past due accounts. The parties intend to comply with all relevant usury laws. Should the finance charge paid exceed the legal limit, any excess will be deemed a payment of principal. An invoice is past due if the net amount is not paid within 30 days from date of invoice. Interest charged on a past due invoice will be assessed from the date on which that invoice was written. The above charges will be billed on the date that the invoice becomes past due, and on each monthly period thereafter.
- (c) **Breach.** In the event of failure of Buyer to make any payment to the Company when due or upon any other breach by Buyer, the Company shall be entitled, at its sole option, to: suspend shipment of any or all goods to such defaulting Buyer, whether or not the contract covering said goods has been accepted by the Company; cancel any contracts then outstanding for the sale of goods to such defaulting Buyer; offset any credits owed to customer against past due amounts; and to the extent permitted by law receive all expenses incurred by it in the collection of said payment (including in bankruptcy, insolvency or similar proceedings), including reasonable attorneys' fees.
- (d) **Prices.** Prices quoted by the Company herein are firm for 30 days from the date of quotation and are subject to adjustment by the Company based on current costs in effect at the time of shipment. After 30 days from the date of quotation, all quoted prices are subject to change by the Company without prior notice to Buyer. All prices are F.O.B. Company facility.

3. Sales Conditions.

- (a) **Offer.** This order invoice constitutes an offer by the Company to sell the Products specified upon the terms and conditions and at the price(s) and with the delivery date(s) stated herein and is not an acceptance of an offer by Buyer to buy Products. Buyer shall indicate its acceptance of this offer by verbal acceptance, by written acceptance, confirmation or purchase order, by making full or partial payment for the Products, or by accepting delivery of part or all of the Products. Except where separate written agreement has been reached by the parties, this order invoice, together with the documents attached hereto or incorporated herein by reference, shall constitute the entire agreement of the parties and may not be modified unless specifically agreed to by the Company in writing. No terms stated by Buyer in its proposal, bid, purchase order, acknowledgment or other form shall be binding upon the Company except as expressly incorporated herein by the Company. Buyer is hereby notified of the Company's objection to and rejection of any additional or different terms in Buyer's proposal, bid, purchase order, acknowledgment, or other forms. **THIS ORDER INVOICE IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.**
- (b) **Cancellation and Modification of Orders.** Orders may be cancelled by Buyer only upon (1) written notice to the Company subsequently accepted in writing by the Company and (2) payment to the Company of reasonable cancellation charges to be solely determined by the Company.
- (c) **Credit Approval.** All orders by Buyer are subject to credit investigation and approval prior to acceptance by the Company.
- (d) **Taxes and Charges.** Any tax or other governmental charge now or hereafter levied upon production, severance, manufacture, delivery,

storage, consumption, sale, use or shipment of Products ordered or sold will be charged to and paid by Buyer. Such taxes are not covered in the Company's price unless expressly stated therein on the quotation form. In the event Seller is required to pay any such charges or taxes, Buyer shall reimburse Seller therefor.

- (e) **Delivery.** Delivery is F.O.B. Company facility. Deliver to the carrier at the Company facility shall constitute delivery to the Buyer. Shipping dates are approximate and based upon prompt receipt of all necessary information from Buyer. Buyer assumes all risks of loss or damage upon the Company's delivery of the Products to the initial carrier. All Products are shipped at Buyer's risk of subsequent loss or damage. The Company shall not be liable to Buyer for loss or damages to Products while in transit or after acceptance of delivery by Buyer. Shortages or damage of Products must be brought to the attention of the carrier at the time of delivery and stated in writing on the delivery papers in order to initiate a claim.
- (f) **Delays in Delivery.** The Company shall not be liable for any delay or failure in the delivery or shipment of Products for any reason. The Company shall have no liability whatsoever for any direct, indirect, special, consequential, incidental or liquidated damages or penalties.
- (g) **Storage.** If shipment is delayed due to any cause within Buyer's control, the Products may be placed in storage by the Company for Buyer's account and risk, and regular charges therefore and expenses in connection therewith shall be paid by Buyer. If, in the sole opinion of the Company, it is unable to obtain or continue such storage, Buyer will, on request, provide or arrange for suitable storage facilities and assume all cost and risk in connection therewith.
- (h) **Acceptance of the Products.** Unless otherwise rejected in writing by Buyer, Buyer shall be deemed to have accepted Products within 5 working days after delivery to Buyer. After acceptance, the Buyer shall not be entitled to reject Products.
- (i) **Limited Warranty and Limitation of Liability.** Subject to the provisions set forth herein, Seller warrants and represents that for a period of up to six (6) months from the date of purchase, any new Products provided pursuant to this order invoice found to be defective in material and workmanship, under normal use and service, Buyer's exclusive remedy under this warranty is limited to repair or replacement by the Company, as the Company may in its sole discretion elect, F.O.B. the Company facility of such Products (or parts thereof) as (i) are covered by said warranty, (ii) are returned to the Company's principal place of business within the warranty period set forth in this warranty, and (iii) upon examination thereof disclose to the exclusive satisfaction of the Company to have been defective in material or workmanship. All transportation charges relative to corrective work, defective parts or replacement parts shall be borne by Buyer.

THE COMPANY'S LIABILITY TO BUYER, IF ANY WITH RESPECT TO THE PRODUCTS, SHALL BE LIMITED AS PROVIDED HEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ANY OBLIGATION OR LIABILITY FOR THE LOSS OF USE OF THE PRODUCTS WARRANTED, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES. THE COMPANY MAKES NO WARRANTIES OF ANY KIND EXPRESS OR IMPLIED OTHER THAN AS HEREIN EXPRESSLY PROVIDED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

The provisions of this warranty shall not apply and no warranty of whatever kind shall exist to any Product or part thereof which has been used for a purpose for which it was not designed or which have been subject to misuse, negligence or accident or which has been repaired, replaced or altered by anyone other than the Company nor to normal deterioration of any Product or part thereof due to wear, usage or exposure. The Company does not assume or authorize other persons to assume on its behalf any other obligation or liability beyond this warranty.

To the extent assignable, the Company shall reassign all manufacturers' warranties provided for Products provided pursuant to this order invoice. Reassigned manufacturer warranties providing a longer warranty period shall supersede this warranty, as determined by Company, with respect to time period only.

- (j) Security Interest. The Buyer hereby grants to the Company and the Company hereby retains a security interest in all Products furnished by the Company and the proceeds thereof, until the purchase price therefor is fully paid.
- (k) Returns. Products may not be returned by Buyer for credit unless and until the Company has agreed in writing to accept them. No returns can be made after thirty days from invoice date, unless approved in writing by Company and such returns shall be subject to the handling, restocking and/or reconditioning fees referred to herein. There are no returns on non-stocked or special order Products. All claims and returned Products must be accompanied by the invoice and Products returned must be new, unopened, and in original packaging. At the option of the Company, a minimum charge of fifty percent (50%) of the price of the returned Products shall be made upon Buyer for handling, restocking and/or reconditioning. All transportation costs for the returned Products must be paid by Buyer.
- (l) Proprietary Information. Company retains all rights and title in and to Company's proprietary information embodied in its Products, related documentation and other technical data, delivered or disclosed to Buyer verbally or in drawings, written or printed matter, electronic storage media, or other form whatsoever. Buyer shall not disclose, reproduce, excerpt or distribute any portion thereof.
- (m) Assignment. Any assignment of the rights accruing hereunder shall be void without the prior written consent of the Company.
- (n) Waiver. The Company's waiver of any breach by Buyer of any of the provisions of this order invoice shall not constitute a waiver of any other breach of the same or any other provision. The Company's rights and remedies under any provision of this order invoice shall be in addition to and not in substitution of any other rights and remedies available to the Company under applicable law.
- (o) Governing Law; Dispute Resolution. This order invoice and the entire relationship between Buyer, Seller and their affiliates will be governed by and construed according to the laws of the State of Minnesota, without regard to principles of conflicts of law. The parties hereby agree to attempt to resolve all disputes arising out of or in connection with this order invoice (including any question regarding its existence, validity or termination) promptly, equitably and in a good faith manner, through discussions and negotiations between their respective representatives and a mediator. If mediation does not resolve the dispute, then either party shall have the right to refer any such dispute to and have such dispute finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In each case, the neutral must be a former judge with experience in commercial disputes. The arbitration shall be heard by a single arbitrator appointed by mutual agreement of all parties or, if the parties are unable to agree, the arbitrator shall be appointed by the AAA. Each arbitration shall be conducted in Minneapolis, Minnesota, unless the parties agree otherwise. The award rendered in any arbitration commenced hereunder shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction for its enforcement. The parties further agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedure provided herein and then only to enforce or facilitate the execution of the award rendered in such arbitration or court enforcement of this provision. The award rendered shall apportion the costs of the arbitration. The parties shall continue to perform their respective obligations under this order invoice in good faith during the pendency of any dispute or any consultation or arbitration proceeding in connection with such dispute. The arbitrator is not empowered to award damages in excess of direct compensatory damages and each party hereby irrevocably waives any damages in excess of such damages.
- (p) Severability. If any term of this order invoice is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term will be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order invoice will remain in full force and effect.
- (q) Entire Agreement; Amendment. Except where separate written agreement has been reached by the parties, this order invoice, together with the attachments, exhibits, releases or supplements specifically referenced in this order invoice, constitutes the entire and only agreement between Seller and Buyer with respect to the subject matter of those documents and supersedes all prior oral or written representations and agreements. The terms stated on the face of this order invoice will

supersede any contradictory provision in these Terms. This order invoice may be amended only by written instrument executed by all of the parties hereto.

- (r) Confidentiality. In no event may copies of this order invoice or of any plans, specifications or other similar documents relating to work under this order invoice be furnished to any person or entity not entitled to receive such documents, without the prior written consent of the Company. All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of the Company or prepared by the Buyer specifically in connection with performance of this order invoice (hereinafter "Information") shall be and remain the property of the Company. Buyer shall not use or disclose such Information except in the performance of this order invoice for the Company and upon the Company's request such Information and all copies thereof shall immediately be returned to the Company.