

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Creative Bus Sales, Inc - Public Services - 18-00797
00797

18-

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Creative Bus Sales, Inc, hereinafter referred to as the Contractor, having its principal place of business at 4955 West Northgate Drive, Irving, TX 75062.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

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

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2019 and ends Dec 31 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

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

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

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

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

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

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

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

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Creative Bus Sales, Inc

Signature 
FE0B9A9031BD444...

Name Marcus Hoffman

Title Transit Bid Manager

Date 12/20/2018

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/20/2018

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Creative Bus Sales, Inc - Public Services - 18-00797

18-00797

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

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

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

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

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
Creative Bus Sales, Inc.
Buses - Shuttle, Transit, Trams & Other Specialty Buses
Contract No.: BT01-19

Base Product Code	Manufacturer	Description	Bid Price (\$\$\$)	Buy Am. Yes or No
CCA	Arboc Mobility	SOF-Ford 13 passenger 2 wheelchair	\$98,010	YES
CCB	Arboc Mobility	SOF-Ford 23 passenger 2 wheelchair	\$101,208	YES
CCC	Arboc Mobility	SOI-Ford 9 passenger 2 wheelchair	\$86,255	YES
CKA	Arboc Mobility	SOL 30 passenger and 2 wheelchair	\$254,326	YES
CKB	Arboc Mobility	SOL 37 passenger and 2 wheelchair	\$263,494	YES
CMA	Arboc Mobility	SOE 29FT 23 passenger and 2 wheelchair	\$269,836	YES
CVA	Arboc Mobility	SOL-F 21 Passenger and 2 wheelchair	\$120,507	YES
CVB	Arboc Mobility	SOM- Ford 21 Passenger w/2-Wheelchair	\$120,058	YES
CVC	Arboc Mobility	SOM-Ford 9 Passenger w/4-Wheelchair w/CNG	\$143,203	YES
CVD	Arboc Mobility	SOM- GM 21 Passenger w/2-Wheelchair	\$117,324	YES
CVE	Arboc Mobility	SOM- GM 9 Passenger w/4-Wheelchair w/CNG	\$144,727	YES
CVF	Arboc Mobility	SOF-GM 23 passenger 2 wheelchair	\$98,236	YES
CVG	Arboc Mobility	SOF-GM 13 passenger 2 wheelchair	\$93,565	YES
EEA	Braun	Entervan- Side Entry Low Floor	\$10,312	YES
EEB	Braun	Vision- Rear Entry Minivan	\$39,702	YES
FBA	Champion Bus Inc.	Crusader CR-210 - 14 Passenger	\$54,053	YES
FBB	Champion Bus Inc.	Crusader CR-211 - 8 Passenger w/2-Wheelchair	\$58,378	YES
FBC	Champion Bus Inc.	Crusader CR-211 - 11 Passenger w/	\$52,693	YES
FBD	Champion Bus Inc.	Crusader CR-214 - 14 Passenger w/Luggage Box	\$54,359	YES
FCA	Champion Bus Inc.	Challenger CH-220 - 14 Passenger Prisoner Transport	\$61,547	YES

FCB	Champion Bus Inc.	Challenger CH-220 - 21 Passenger	\$55,982	YES
FCC	Champion Bus Inc.	Challenger CH-230 - 16 Passenger w/2-Wheelchair	\$62,677	YES
FCD	Champion Bus Inc.	Challenger CH-231 - Flat Floor - 6 Passenger w/3-Wheelchair	\$61,968	YES
FCE	Champion Bus Inc.	Challenger CH-250 - 25 Passenger Prisoner Transport	\$70,013	YES
FCF	Champion Bus Inc.	Challenger CH-250 - 25 Passenger	\$63,237	YES
FCG	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/ 2-Wheelchair	\$68,021	YES
FCH	Champion Bus Inc.	Challenger CH-251 - Flat Floor - 11 Passenger w/3-Wheelchair	\$67,030	YES
FCI	Champion Bus Inc.	Challenger CH-253 - 21 Passenger w/Luggage Rear	\$64,298	YES
FDA	Champion Bus Inc.	Defender DF-270 - 25 Passenger w/Luggage Rear	\$80,433	YES
FDB	Champion Bus Inc.	Defender DF-270 - 29 Passenger	\$80,465	YES
FDC	Champion Bus Inc.	Defender DF-270 - 20 Passenger w/2-Wheelchair	\$84,979	YES
FDD	Champion Bus Inc.	Defender M2/S2C- 40 Passenger Prisoner Transport	\$129,740	YES
FDE	Champion Bus Inc.	Defender DF-281 - 18 Passenger w/2-Wheelchair RL	\$83,910	YES
FDF	Champion Bus Inc.	Defender DF-290 - 27 Passenger	\$80,130	YES
FDG	Champion Bus Inc.	Defender M2/S2C - 14 Passenger w/3-Wheelchair FL	\$123,962	YES
FDH	Champion Bus Inc.	Defender M2/S2C - 24 Passenger w/2-Wheelchair RL	\$125,513	YES
FDI	Champion Bus Inc.	Defender M2/S2C - 25 Passenger w/2-Wheelchair FL	\$125,904	YES
FDJ	Champion Bus Inc.	Defender DF-310 - 33 Passenger	\$119,917	YES
FDK	Champion Bus Inc.	Defender DF-291 - 24 Passenger w/2-Wheelchair	\$124,432	YES

FDL	Champion Bus Inc.	Defender DF-313 - 29 Passenger w/Luggage Rear	\$116,087	YES
FDM	Champion Bus Inc.	Defender M2/S2C - 30 Passenger w/2-Wheelchair RL	\$126,851	YES
FDN	Champion Bus Inc.	Defender M2/S2C - 32 Passenger w/2-Wheelchair FL	\$128,258	YES
FDO	Champion Bus Inc.	Defender M2/S2C - 33 Passenger	\$120,177	YES
FDP	Champion Bus Inc.	Defender M2/S2C - 34 Passenger w/2-Wheelchair FL	\$127,501	YES
FDQ	Champion Bus Inc.	Defender M2/S2C - 38 Passenger w/2-Wheelchair RL	\$130,142	YES
FDR	Champion Bus Inc.	Defender M2/S2C - 41 Passenger	\$122,521	YES
KHA	Double K, Inc.	Hometown Bus - 28 Passeneger w/2 Wheelchairs-Front Engine	\$160,280	YES
KHB	Double K, Inc.	Hometown Bus - 34 Passeneger w/2 Wheelchairs-Front Engine	\$162,080	YES
KIA	Double K, Inc.	Hometown Trolley/Villager 18 Passenger w/2-Wheelchair seats - Front Engine	\$211,620	YES
KIB	Double K, Inc.	Hometown Trolley/Villager 24 Passenger w/2-Wheelchair seats - Front Engine	\$213,420	YES
KIC	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine	\$215,220	YES
KID	Double K, Inc.	Hometown Trolley/Villager 32 Passenger w/2-Wheelchair seats - Front Engine	\$217,020	YES
KIE	Double K, Inc.	Hometown Trolley/Villager 34 Passenger w/2-Wheelchair seats - Front Engine	\$220,620	YES

KJA	Double K, Inc.	Hometown Trolley/Mainstreet 24 Passenger w/2 Wheelchair seats - Rear Engine	\$224,932	YES
KJB	Double K, Inc.	Hometown Trolley/Mainstreet 28 Passenger w/2 Wheelchair seats - Rear Engine	\$227,200	YES
KJC	Double K, Inc.	Hometown Trolley/Mainstreet 34 Passenger w/2 Wheelchair seats - Rear Engine	\$229,640	YES
KJD	Double K, Inc.	Hometown Trolley/Mainstreet 36 Passenger w/2 Wheelchair seats - Rear Engine	\$232,032	YES
KJE	Double K, Inc.	Hometown Trolley/Villager 24 Passenger w/2-Wheelchair seats - Front Engine Gasoline	\$169,579	YES
KJF	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine Gasoline	\$171,379	YES
KJG	Double K, Inc.	Hometown Trolley/Villager 32 Passenger w/2-Wheelchair seats - Front Engine Gasoline	\$173,179	YES
KJH	Double K, Inc.	Hometown Trolley/Villager 34 Passenger w/2-Wheelchair seats - Front Engine Gasoline	\$174,979	YES
KUA	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 28 Passenger w/2 Wheelchairs-Rear Engine	\$340,505	YES
KUB	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Rear Engine	\$344,305	YES
KUC	Double K, Inc.	Hometown Trolley/Streetcar Low Floor - 30 Passenger w/2 Wheelchairs-Electric	\$975,725	YES
MLA	EIDorado National - R	Arrivo 33' High-Floor Bus	\$283,811	Yes

MLB	ElDorado National - R	Arrivo 38' High-Floor Bus	\$292,957	Yes
MLC	ElDorado National - R	Arrivo 40' High-Floor Bus	\$297,272	Yes
MMA	ElDorado National - R	Axess 35' Low-Floor Bus	\$410,151	Yes
MMB	ElDorado National - R	Axess 40' Low-Floor Bus	\$420,179	Yes
MMC	ElDorado National - R	E-Z Rider II 30' Low-Floor Bus	\$339,245	Yes
MMD	ElDorado National - R	E-Z Rider II 32' Low-Floor Bus	\$342,517	Yes
MME	ElDorado National - R	E-Z Rider II 35' Low-Floor Bus	\$349,116	Yes
MNA	ElDorado National - R	XHF 29' High-Floor Bus (No CNG Option Available)	\$326,266	Yes
MNB	ElDorado National - R	XHF 32' High-Floor Bus	\$330,660	Yes
MNC	ElDorado National - R	XHF 35' High-Floor Bus	\$334,533	Yes
MND	ElDorado National - R	XHF 40' High-Floor Bus	\$339,649	Yes
MPA	ElDorado National - R	Axess 35' Low-Floor Bus (Hybrid)	\$639,342	Yes
MPB	ElDorado National - R	Axess 40' Low-Floor Bus (Hybrid)	\$649,370	Yes
MSB	ElDorado National - R	Axess 40' Low-Floor Bus (Fuel Cell)	\$1,461,218	Yes
MTB	ElDorado National - R	Axess 40' Low-Floor Bus (Electric/Battery)	\$884,157	Yes
MUA	ElDorado National - R	Passport-HD 30' Low-Floor Bus	\$228,251	Yes
MUB	ElDorado National - R	Passport-HD 35' Low-Floor Bus	\$232,967	Yes
NCA	Elkhart Coach	EC-II, Type III, 25 Passenger-(NOn ADA Compliant)	\$57,672	YES
NCB	Elkhart Coach	EC-II, Type III, 21 Passenger w/Rear Luggage-(NOn ADA Compliant)	\$58,031	YES
NCC	Elkhart Coach	EC-II, Type III, 16 Passenger w/2-Wheelchair	\$61,536	YES
NCD	Elkhart Coach	EC-II, Type III, 20 Passenger w/2-Wheelchair	\$62,150	YES

NCE	Elkhart Coach	EC-II, Type III, 21 Passenger-(NOn ADA Compliant)	\$54,932	YES
NCF	Elkhart Coach	EC-II, Type III, 16 Passenger w/Rear Luggage-(NOn ADA Compliant)	\$55,712	YES
NCG	Elkhart Coach	EC-II, Type III, 14 Passenger-(NOn ADA Compliant)	\$52,352	YES
NCH	Elkhart Coach	EC-II, Type III, 12 Passenger w/2-Wheelchair	\$57,868	YES
NEA	Elkhart Coach	EC-II, Type III, 14 Passenger w/Rear Luggage-(NOn ADA Compliant)	\$54,020	YES
QBA	Glaval Bus	Primetime 350 Series - 8 Passenger w/2-Wheelchair	\$56,613	YES
QBB	Glaval Bus	Primetime 350 Series - 13 Passenger	\$52,531	YES
QCA	Glaval Bus	Universal Series - 16 Passenger w/2-Wheelchair	\$62,827	YES
QCB	Glaval Bus	Universal Series - 25 Passenger	\$59,369	YES
QCC	Glaval Bus	Titan II Series - 12 Passenger w/2-Wheelchair RL	\$58,113	YES
QCE	Glaval Bus	Universal Airporter Series - 10 Passenger w/2-Wheelchair RL	\$60,007	YES
QCF	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair RL	\$60,858	YES
QCG	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair FL	\$62,135	YES
QCH	Glaval Bus	Titan II Series - 14 Passenger w/2-Wheelchair	\$58,400	YES
QCI	Glaval Bus	Titan II Series - 20 Passenger	\$54,767	YES
QCJ	Glaval Bus	Commuter 8 Passenger 2 Wheelchair	\$57,079	YES
QCK	Glaval Bus	Concorde II Series - 14 Passenger w/2-Wheelchair	\$106,129	YES
QCL	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair RL	\$107,812	YES
QCN	Glaval Bus	Entourage - 33 Passenger	\$79,883	YES

QCO	Glaval Bus	Entourage - 29 Passenger w/2-Wheelchair RL	\$83,678	YES
QDA	Glaval Bus	Entourage - 25 Passenger w/Luggage Rear	\$78,610	YES
QDB	Glaval Bus	Entourage - 29 Passenger w/Luggage Rear	\$80,090	YES
QDC	Glaval Bus	Concorde II Series - 39 Passenger	\$107,229	YES
QDE	Glaval Bus	Legacy - 40 Passenger w Rear Luggage	\$133,856	YES
ZBA	StarCraft Bus	20' Starlite 8 Passenger w/1 - Wheelchair	\$53,581	YES
ZBB	StarCraft Bus	20' Starlite 8 Passenger w/2-Wheelchair	\$53,340	YES
ZBC	StarCraft Bus	20' Starlite 10 Passenger w/1 - Wheelchair	\$53,108	YES
ZBD	StarCraft Bus	20' Starlite 12 Passenger-(NON ADA Compliant)	\$49,377	YES
ZBE	StarCraft Bus	20' Starlite 13 Passenger-(NON ADA Compliant)	\$49,486	YES
ZBF	StarCraft Bus	20' Starlite 14 Passenger-(NON ADA Compliant)	\$49,797	YES
ZCA	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-350	\$55,845	YES
ZCB	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-450	\$57,386	YES
ZCC	StarCraft Bus	22' Allstar 21 Passenger E-450-(NON ADA Compliant)	\$53,497	YES
ZCD	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, E-450	\$58,101	YES
ZCE	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, E-450	\$59,549	YES
ZCF	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, E-450	\$59,824	YES
ZCG	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair	\$56,643	YES
ZCH	StarCraft Bus	25' Allstar RF 12 Passenger w/3 Wheelchair	\$60,502	YES
ZCI	StarCraft Bus	25' Allstar RF 18 Passenger w/5 Wheelchair	\$62,268	YES
ZGA	StarCraft Bus	Allstar XL 550-213 - 20 Passenger w/2-Wheelchair	\$76,212	YES
ZGB	StarCraft Bus	Allstar XL 550-234 - 24 Passenger w/2-Wheelchair	\$78,528	YES

ZGC	StarCraft Bus	Allstar XL 550-234 - 30 Passenger-(NOn ADA Compliant)	\$73,891	YES
ZGD	StarCraft Bus	Allstar XL 550-234 - 32 Passenger-(NOn ADA Compliant)	\$74,166	YES
ZGE	StarCraft Bus	Allstar XL INT TC - 28 Passenger w/2-Wheelchair	\$119,293	YES
ZGF	StarCraft Bus	Allstar XL INT TC - 32 Passenger w/2-Wheelchair	\$119,877	YES
ZGG	StarCraft Bus	Allstar XL INT TC - 36 Passenger w/2-Wheelchair	\$122,957	YES
ZGH	StarCraft Bus	Allstar XL INT TC- Book Mobile-(NOn ADA Compliant)	\$110,230	YES
ZGI	StarCraft Bus	Allstar XL INT TC- Prisoner Transport-(NOn ADA Compliant)	\$136,476	YES
ZGJ	StarCraft Bus	Allstar XL MVP 28 Passenger w/ 2 Wheelchair	\$105,848	YES
ZGK	StarCraft Bus	Allstar XL MVP 37 Passenger-(NOn ADA Compliant)	\$104,733	YES
AABA	StarTrans Bus	Candidate II - 8 Passengers w/2-Wheelchair spaces	\$54,470	YES
AABB	StarTrans Bus	Candidate II - 13 Passengers-(NOn ADA Compliant)	\$50,564	YES
AACA	StarTrans Bus	Senator II- 12 Passengers and 2-Wheelchair spaces	\$56,963	YES
AACB	StarTrans Bus	Senator II- 16 Passengers and 2-Wheelchair spaces	\$60,680	YES
AACC	StarTrans Bus	Senator II- 14 Passengers-(NOn ADA Compliant)	\$53,183	YES
AACD	StarTrans Bus	Senator II- 25 Passengers-(NOn ADA Compliant)	\$56,640	YES
AAGA	StarTrans Bus	Senator HD F550- 24 Passengers and 2-Wheelchair spaces	\$80,293	YES
AAGB	StarTrans Bus	Senator HD F550- 33 Passengers-(NOn ADA Compliant)	\$76,763	YES
AAGC	StarTrans Bus	PS2-Freightliner- 32 Passengers and 2-Wheelchair spaces	\$132,238	YES

AAGD	StarTrans Bus	PS2-Freightliner- 41 Passenger-(NOn ADA Compliant)	\$129,092	YES
FFFC	Transit Works	Ford Transit Connect Mini Van with Rear-Entry Ramp . NOT FTA compliant. ADA compliant.	\$29,525	YES
FFFH	Transit Works	Ram Pro-Master 2500 High Roof with 1 Wheelchair Position ADA Compliant. NOn FTA compliant	\$44,908	YES
FFGA	Transit Works	Ford Transit 350 HDEL 12, passenger with bus door. (NOn ADA Compliant) (NOn ADA Compliant)	\$45,781	YES
FFGC	Transit Works	Ram Pro-Master 2500 High Roof 12 passenger shuttle, NOT FTA compliant.	\$44,704	YES
FFGH	Transit Works	Dodge Grand Caravan Mini Van with Rear-Entry Ramp, 2 wheel, ADA compliant	\$34,091	YES
IICA	Berkshire Coach	Ultra Type 3 12 Passenger w/ 2 Wheelchair	\$81,022	NO
IICB	Berkshire Coach	Ultra Type 3 14 Passenger w/ rear luggage-(NOn ADA Compliant)	\$73,938	NO
IICC	Berkshire Coach	Ultra Type 3 16 Passenger w/ 2 Wheelchair	\$82,617	NO
IICD	Berkshire Coach	Ultra Type 3 21 Passenger w/ rear luggage-(NOn ADA Compliant)	\$80,892	NO
IICE	Berkshire Coach	Ultra Type 3 25 Passenger-(NOn ADA Compliant)	\$82,617	NO
IICF	Berkshire Coach	Ultra F550 24 Passenger w/ 2 Wheelchair	\$121,862	NO
IICG	Berkshire Coach	Ultra F550 33 Passenger-(NOn ADA Compliant)	\$114,778	NO
JJAA	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Slide Door	\$53,025	YES
JJAB	Lonestar HCV, LLC	Lonestar Ford Transit 8 passenger 2 Wheelchair Bus Door	\$59,073	YES

JJAC	Lonestar HCV, LLC	Lonestar Promaster 1500 7 passenger 2 Wheelchair- Low Floor	\$62,672	YES
JJEA	Lonestar HCV, LLC	Lonestar Promaster 1500 7 passenger 2 Wheelchair- Low Floor	\$74,415	YES
JJEB	Lonestar HCV, LLC	Lonestar Promaster 3500 10 passenger 2 Wheelchair- Low Floor	\$78,719	YES
JJEC	Lonestar HCV, LLC	Lonestar Side Entry Minivan	\$42,735	YES
RRAA	GreenPower Bus	EV STAR 19 Passenger Electric Bus	\$202,371	YES
RRAB	GreenPower Bus	SYNAPSE 48 Passenger High Floor Electric Shuttle Bus	\$553,273	YES
RRAC	GreenPower Bus	EV350 40 Passenger Low Floor Electric Bus	\$828,273	YES
RRAD	GreenPower Bus	EV550 100 Passenger Double Decker Electric Bus	\$1,179,283	YES