

Agreement between
the City and County of San Francisco
and
Creative Bus Sales Inc.
for Procurement of 32-foot Low Floor Hybrid Motor Coaches
through the Georgia Department of Administrative Services, Purchasing Division
Contract No. SFMTA-2021-07
CCO No. 21-1553

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This Agreement is made on _____, in the City and County of San Francisco, State of California, by and between: Creative Bus Sales, Inc. (Contractor or CBS), and the City and County of San Francisco, a municipal corporation (City), acting by and through its San Francisco Municipal Transportation Agency (SFMTA).

Recitals

A. In 2017, the State of Georgia (Georgia) issued a request for proposal (RFP) for supplemental Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories, on behalf of the Department of Administrative Services, Purchasing Division (DOAS) (Georgia Procurement).

B. Contractor submitted a proposal for hybrid motor Coaches in response to the Georgia Procurement and received Notification of Contract Award on or about July 1, 2018, for Contract No. 99999-001-SPD0000138-003A (CBS Contract or Statewide Contract). Georgia has extended the CBS Contract through June 30, 2021.

C. Under S. F. Administrative Code Section 21.16, the SFMTA may utilize the competitive procurement process of any other public agency to make purchases of commodities under the terms established in that agency's competitive procurement process upon a finding that the procurement is in the City's best interests.

D. The SFMTA wishes to acquire 30 32-foot, low floor, diesel hybrid Coaches, and associated spare parts, training, manuals, and special tools from CBS under the terms and conditions contained in the CBS Contract, as amended by the provisions of this Agreement.

E. The SFMTA has requested various specification changes for the Buses, and has negotiated with Contractor price increases for these items, as appropriate. Contractor has also agreed to additional terms and conditions as consideration for this Agreement.

F. There is no Local Business Entity (LBE) subcontracting participation requirement for this Agreement.

G. Contractor represents and warrants that it is qualified to perform the procurement Work required by City as set forth under this Agreement.

1. Georgia Procurement Terms and Conditions; Priority of Documents. The terms and conditions of the Georgia Procurement are incorporated by reference as though fully set forth, except those terms and conditions applicable solely to Georgia state and local agencies. Whenever in the Georgia documents an approval or consent is required from DOAS, such

approval or consent shall be interpreted to be by the City/SFMTA. The following documents, in order of preference, constitute the entire Agreement between Contractor and the City:

- 1.1. This Agreement, including all Exhibits, and any subsequent amendments to the Agreement.
- 1.2. The CBS Proposal to DOAS, including all changes to the Technical Specifications.
- 1.3. The Georgia Procurement Documents (not including the CBS Proposal).

In the event of any conflict in language among the above documents the terms and conditions of this Agreement and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

2. Definitions. The following definitions apply to this Agreement and are in addition to the definitions in the Statewide Contract.:

2.1. "Acceptance" means the formal written acceptance by the City that all Work, or a specific portion thereof, under the Contract has been satisfactorily completed.

2.2. "Agreement" or "Contract" means this contract document covering the performance of the Work and furnishing of labor, materials, equipment, tools, and services, including Work incidental to the procurement, to include the Georgia Technical Specifications as revised by SFMTA/ENC, the Contract bonds or other security, any future amendments, all attached appendices, and all applicable City Ordinances that are specifically incorporated into this Agreement by reference as provided herein.

2.3. "Award" means notification from the City to Contractor of acceptance of Contractor's Proposal, subject to the execution and approval of a satisfactory Contract and bond to secure the performance of the Contract, and to such other conditions as may be specified or otherwise required by law.

2.4. "Buses" or "Coaches" or "Vehicles" means the Vehicles procured under this Contract.

2.5. "CCO" means SFMTA Contract Compliance Office.

2.6. "City" or "the City" means the City and County of San Francisco, a municipal corporation.

2.7. "City Data" or "Data" means all data given to Contractor by City in the performance of this Agreement.

2.8. "Conditional Acceptance" means the circumstance in which a Vehicle has been delivered to SFMTA and placed in revenue service despite not having met all requirements for Acceptance.

2.9. "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.10. “Contract Administrator” means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

2.11. “Contract Modification” means a written amendment to the Contract, agreed to by the City and Contractor, covering changes in the Contract within the general scope of the Contract and establishing the basis of payment and time adjustments for the Work affected by the changes.

2.12. “Contractor” means Creative Bus Sales, Inc., 14740 Ramona Ave., Chino, CA 91710

2.13. “Controller” means the Controller of the City.

2.14. “Correction” means the elimination of a Defect.

2.15. “Day” (whether or not capitalized) means a calendar day, unless otherwise designated.

2.16. “Defect” means any patent or latent malfunctions or failure in manufacture or design of any component or subsystem.

2.17. “Deliverables” mean Contractor’s work product resulting from the Work that are provided by Contractor to City during the course of Contractor’s performance of the Agreement.

2.18. “Director” means the Director of Transportation of the SFMTA or his or her designee.

2.19. “Effective Date” means the date on which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

2.20. “Engineer” means the SFMTA Engineer assigned to the Contract or his or her designated agent.

2.21. “Final Acceptance” means the formal written Acceptance by the Director of Transportation or his or her designee that all Deliverables for the Contract have been satisfactorily completed and Accepted.

2.22. “Material and/or Equipment” means the Buses (including all parts and equipment installed in them) and other Deliverables furnished by the Contractor under the provisions of the Contract.

2.23. “Notice to Proceed” means written notice to the Contractor of the date on which it shall begin prosecution of the Work to be done under the Contract.

2.24. “Party” and **“Parties”** mean the City and Contractor either collectively or individually.

2.25. “Project Manager” means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

2.26. “Proposal” means the technical and management information and prices submitted by Contractor in response to the RFP.

2.27. “Purchase Order” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.19.

2.28. “Related Defect” means damages inflicted on any component or subsystem as a direct result of a Defect.

2.29. “Request for Proposals; RFP” means the Request for Proposals 99999-001-SPD0000152 issued by DOAS for supplemental Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories, as amended by addenda.

2.30. “Resident Inspector” means any inspector or inspectors who may be assigned by the SFMTA Project Manager for the inspection of Work to be done under this Contract.

2.31. “San Francisco Municipal Transportation Agency” or “SFMTA” means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIII A of the City’s Charter.

2.32. “Subcontractor” or “Supplier” means any individual, partnership, firm, or corporation that, under an agreement with Contractor, undertakes integrally on the Project the partial or total design, manufacture, performance of, or furnishes one or more items of work under the terms of the contract. As used in this Agreement, the terms Subcontractor and Supplier are synonymous.

2.33. “Georgia Procurement Documents” consists of the following: RFP, Proposal, CBS Contract, Georgia Technical Specifications, and all amendments, exhibits and appendices thereto.

2.34. “Georgia Technical Specifications as revised by SFMTA/ENC” means the portion of the Contract that contain the specifications, provisions, and requirements that detail the Work and the materials, products (including the assembly and testing), and other requirements relative to the manufacturing and construction of the Work.

2.35. “Work” means the furnishing of all design, engineering, manufacturing, labor, supervision, services, products, materials, machinery, equipment, tools, supplies, and facilities and the performance of all requirements called for by the Contract and necessary to the completion and warranty of the Vehicles, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

2.36. “Working Days” means those Days during which regular Business is conducted, excluding Saturdays, Sundays, and all Federal, State, and municipal holidays that are observed by the SFMTA during the duration of the Contract.

3. General Scope of Work. Under this Agreement, Contractor agrees to sell, and the City agrees to purchase, 30 new Standard Low Floor Hybrid Diesel Buses, associated spare parts, training, manuals, and special tools, as itemized in Exhibit A, according to the terms and conditions set forth in this Agreement. Exhibit A, Schedule 1A sets forth the changes from the Contractor's Proposal to Georgia and the respective price differentials of those changes.

4. Term...The term of the Agreement shall commence on the date the City's Controller certifies the availability of funds for this Agreement and shall expire six years thereafter unless earlier terminated as otherwise provided herein.

5. Insurance.

5.1. The Contractor shall maintain, at its own expense, throughout the term of this Agreement, insurance as follows:

(a) Workers’ Compensation, including Employers’ Liability coverage, with limits not less than \$1,000,000 each accident, or as required by law in the jurisdiction in which the work is performed.

(b) Comprehensive or Commercial General Liability insurance with limits not less than \$5,000,000 each occurrence combined single limit of Bodily Injury and Property Damage, including coverage’s for Contractual Liability, Independent Contractor, Broad-form Property Damage, Products and Completed Operations.

(c) Comprehensive or Business Automobile (Transit Coach, Truck, and other Vehicles included) Liability Insurance, with limits not less than \$5,000,000 each occurrence

combined single limit for Bodily Injury and Property Damage, including coverage's for owned, non-owned, and hired Vehicles, as applicable.

(d) During the course of this Agreement, should any Vehicles already Accepted by City and in which title is vested in the City, be returned to Contractor for any reason, Contractor shall maintain, with respect to such Vehicles, Garagekeepers' Legal Liability Insurance with limits not less than 100 percent of the value of City Vehicles and equipment in Contractor's care, custody, or control, including coverage's for fire, theft, riot and civil commotion, vandalism or malicious mischief, and collision; all-risk transportation insurance for the full value of all City-owned Coaches in transit between Contractor and City premises; and any loss payable to the City as its interest may appear.

(e) The use of umbrella or excess coverage shall be permitted to meet the insurance requirements in this Agreement.

5.2. Comprehensive or Commercial General Liability and Comprehensive or Business Automobile policies shall be endorsed to provide the following:

(a) Name as Additional insured's the City and County of San Francisco, its Officers, Agents, Employees and Members of the Commissions;

(b) That such policies are primary to any other insurance available to the Additional Insured's, with respect to any claims arising out of this Agreement, and that such insurance applies separately to each insured against whom claim is made or suit is brought and that such coverage shall not exceed policy limits.

5.3. All policies shall be endorsed to provide: Thirty days advance written notice to City will be provided if coverage is materially reduced or altered, and mailed to the following address:

City and County of San Francisco
Steven Lin, P.E.
Project Manager
Contract No. SFMTA-2021-07
Fleet Engineering Section
700 Pennsylvania Ave.
San Francisco, CA 94107

Before commencement of the term of this Contract, certificates of insurance, and copies of additional insurance endorsements, in form and with insurers acceptable to City, evidencing all required insurance, shall be furnished with complete copies of policies to City promptly upon request.

5.4. Should any of the required insurance be provided under a claims-made form, the Contractor shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond the Contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.

5.5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

5.6. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If

insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

6. Bonds

6.1. The Contractor shall maintain at its own expense, and furnish to City, corporate surety bonds, as follows:

(a) Performance Bond. Within 20 days following the receipt of a notice of tentative award of contract, the Contractor shall furnish to City a performance bond in the amount of 20 percent of the Total Contract Amount, to guarantee Contractor's faithful performance of all obligations of the Contract. Upon delivery and acceptance by the City of 50 percent of the original contracted number of Vehicles, the amount of the performance bond may be reduced to 65 percent of the original bond amount. Upon delivery and Acceptance by the City of 75 percent of the original contracted number of Vehicles, the amount of the performance bond may be reduced to 30 percent of the original bond amount. If the Contractor requests any further reduction in the amount of the performance bond, the request shall be subject to approval by the SFMTA and the City's Risk Manager. One year after the City fully accepts the last Bus, the City will release the obligations of the surety under the performance bond, provided that all Deliverables have been performed and Accepted and, if the City has so elected, a warranty bond meeting the requirements of Subsection 6.1(b) is in place. The original bond document(s) shall be retained by the City.

(b) Warranty Bond; Extension Option. Contractor shall provide a two-year warranty or guaranty bond in the amount of 10 percent of the Contract price covering all of Contractor's warranty obligations under the Contract, which bond shall become effective upon release of the Performance Bond required under Subsection 4.1(a) above. At the end of the first year of warranty coverage, the Contractor may request a reduction of coverage, which may be approved at the discretion of SFMTA and the City's Risk Manager. Additionally, at City's election, and subject to approval of the surety issuing the bond, Contractor shall provide for up to two one-year extensions or renewals of the warranty or guaranty bond at an amount approved by SFMTA and the City's Risk Manager. If the original surety declines to extend or renew the initial bond, Contractor shall in good faith try to obtain the required additional coverage from another surety and shall document to the City its efforts in this regard.

6.2. The corporate surety on these bonds must be legally authorized to engage in the Business of furnishing surety bonds in the State of California. All sureties, bond coverage forms, and requests for changes to the bonding requirements must be approved by the City's Risk Manager.

6.3. During the period covered by the Contract, if the surety on these bonds shall, in the opinion of the City's Risk Manager, become insolvent or unable to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within 30 days after notice given by the City to the Contractor, shall by supplemental bonds or otherwise substitute another and sufficient surety approved by the Risk Manager in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such 30 day period to substitute another and sufficient surety, the Contractor shall, if the City so elects, be deemed to be in default in the performance of its obligations hereunder, and the City, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or proceeding against the Contractor and the surety, or may deduct from any monies then due or which thereafter may become due to Contractor under the Contract the amount for which the surety, insolvent or unable to pay as aforesaid, is obligated on the bonds, and the monies so deducted shall be held by the City as collateral security for the performance of the conditions of the bonds.

6.4. In lieu of a surety bond as required above, Contractor may elect to furnish the City with a letter of credit in conformance with the requirements of Section 7.

7. Letter of Credit

7.1. Any and all letters of credit issued pursuant to this Agreement shall be obtained from a national or California bank with at least a Moody's A rating and having at least one branch office within the City and County of San Francisco. The letter of credit shall be a confirmed, clean irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation. The letter of credit shall have an original term of one year, with automatic extensions of the principal amount throughout the term of the contract, or until released by the City. The letter of credit shall provide that payment of the entire face amount of the letter of credit, or any portion thereof, shall be made to the City and County of San Francisco, upon presentation of a written demand to the bank signed by the General Manager on behalf of the City and County of San Francisco. The letter of credit shall constitute a security deposit guaranteeing all progress payments for which the letter of credit is issued.

7.2. If Contractor defaults with respect to any provision of this Agreement, City may, but shall not be required to, make its demand under the letter of credit for all or any portion thereof to compensate City for any loss of progress payments, which City may have incurred by reason of Contractor's default. City shall present its written demand to the bank for payment under the letter of credit only after City shall have made its demand for payment directly to Contractor, and five full Working Days have elapsed without Contractor having made payment to City or otherwise cured the default. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of a letter of credit is so used or applied, Contractor, within 10 Working Days after written demand therefore, shall reinstate the letter of credit to its original amount; Contractor's failure to do so shall be a material breach of this Agreement.

7.3. Any letter of credit issued hereunder shall provide for 60 Days notice by the bank to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 Working Days prior to its expiration. If Contractor fails to do so, City shall be entitled to present its written demand for payment of the entire face amount of the letter of credit. Any amounts so received by City shall be returned to Contractor upon replacement of the letter of credit.

7.4. If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City shall return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City rightfully is entitled, together with interest thereon at the legal rate of interest, but City shall not otherwise be liable to Contractor for any damages or penalties.

8. Compensation; Payment

8.1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

8.2. Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

8.3. Amount. The City agrees to pay an amount not to exceed Twenty-Six Million, Seventy-One Thousand, Seven Hundred Dollars (\$26,071,700) (the Total Contract Amount), as summarized in Exhibit A (Price Schedule), and in accordance with the terms and conditions of this Agreement. The Total Contract Amount includes an allowance of \$250,000 for spare parts and \$250,000 for special tools. The parties will amend this Agreement to include a final list of spare parts to be supplied under the Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement and has not remedied such default within a reasonable period of time. In no event shall City be liable for interest or late charges for any late payments.

8.4. Invoices. Contractor shall submit its invoices to the following address:

San Francisco Municipal Transportation Agency
Fleet Engineering Section
Attn: Steven Lin, P.E.
Project Manager
700 Pennsylvania Avenue
San Francisco, CA 94107

Each invoice shall include:

- Relevant milestones
- Contract order number;
- Quantity of items;
- Description of items;
- Unit price;
- Total invoice amount;
- Sales Tax (separately itemized)

8.5. Payment Terms.

(a) All payments shall be made as provided herein, less a retention of 2%.

(b) Subject to the provisions of Section 8.1, the City will make payments for Buses at 98 percent of the unit price for each Bus as itemized in the Price Schedule within 30 Days after Acceptance of each Bus and receipt of a proper invoice.

(c) The City will make payments for spare parts within 30 Days after completion of delivery of, and receipt of a proper invoice for, each lot of spare parts, as provided in Section 8.3.

(d) The City will make payments for special tools within 30 Days after delivery and receipt of a proper invoice for each delivery of special tools.

(e) The City will make payments for training class invoice(s) within 30 Days after the completion of a training session provided Contractor submits the proper class sign-in attendance sheet.

(f) When satisfactory draft operating, maintenance and parts manuals have been received, City will pay 30% of this payment item. The balance will be paid when final manuals have been Accepted. Contractor shall deliver to the SFMTA draft operating, maintenance and parts before the start of the first training session.

(g) The City will make a final payment for all retained funds within 60 Days after receipt of a final proper invoice and completion of all of the following:

(i) Delivery and Acceptance of all Contract Deliverables, including spare parts, special tools, manuals and other documentation, but not including training.

(ii) Receipt from Contractor of all certifications as required by law and/or regulations.

(iii) Completion of post-delivery audits required under the Contract.

9. Miscellaneous Provisions

9.1. City Business Tax. The San Francisco Business Tax Ordinance requires that firms located in San Francisco or doing Business in San Francisco, except for non-profit and tax-exempt Businesses, have a current Business Tax Registration Certificate. Contractor shall maintain said Certificate throughout the term of this Contract and pay timely any and all Business taxes due to the City.

9.2. Disputes. For any dispute involving a question of fact that does not involve a claim for additional compensation, the aggrieved party shall furnish the other party with a notice of dispute within 15 Working Days of the determination of the dispute. The party receiving a notice of dispute shall submit a written reply within 14 Working Days of delivery of the notice. The notice and response shall contain the following: (a) a statement of the party's position and a summary of the arguments supporting that position, and (b) any evidence supporting the party's position.

Disputes arising in the performance of this Agreement which are not resolved by negotiation between the parties shall be decided in writing by the City's Project Manager. The Project Manager's decision shall be administratively final and conclusive unless within 10 Days from the date of such decision, the Contractor mails or otherwise furnishes a written appeal to the Director of Transit, or his/her designee. In connection with such an appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position in order that a fair and impartial decision can be made by the Director. The decision of the Director shall be administratively final and conclusive; except if such decision is arbitrary, capricious or so erroneous as to evidence bad faith.

Pending final resolution of a properly filed dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Agreement in accordance with the written directions of the City's Project Manager.

Subject to exhaustion of applicable administrative remedies under this Disputes section, the parties may seek to have their disputes resolved by any court of competent jurisdiction within San Francisco. If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process. **This provision supersedes the "Legal Remedies" provision in the "Warranty Coverage" document issued by Contractor as part of the Georgia Procurement.**

9.3. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 8.3 (AMOUNT) OF THIS AGREEMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

9.4. Sunshine Ordinance. In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organizations net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

9.5. Licenses Granted.

(a) Computerized Software and Systems. To the extent that software, firmware, systems designs, computerized manuals, training modules, or other such Deliverables are not designed specifically for City's purposes in connection with the Agreement, Contractor grants City a perpetual, non-exclusive, non-transferable, license at all locations owned or controlled by City to use all such Deliverables, or portions thereof. City shall also be authorized to modify or prepare derivative works of the Deliverables and make copies of such Deliverables for internal use only. Any such modifications shall become the property of the City unless such modifications are not used exclusively for internal purposes. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Deliverable(s) or any related materials or documentation. Contractor warrants that it has title to and/or the authority to grant a license of such Deliverables to the City.

(b) IP Transfer. In the event that Contractor is (a) unable or fails to meet its warranty or service obligations, excluding any such failure that results from Contractor's good faith dispute with City as to the validity of a warranty claim, or (b) Contractor (i) shall make an assignment for the benefit of creditors, or (ii) shall file in any court or agency of competent jurisdiction, a petition in bankruptcy or insolvency (each, an "IP Transfer Trigger Event"), Contractor shall deliver any software, firmware, systems designs, computerized manuals, training modules, or other such information necessary to enable City to perform the maintenance and operation of the Vehicles (collectively, the "Specified Contractor IP"). No later than 30 days after an IP Transfer Trigger Event, City shall have the right to receive from Contractor, and Contractor shall deliver to City, one copy of the Specified Contractor IP, and Contractor grants to City a non-exclusive, royalty-free right and license to use the Specified Contractor IP solely as necessary for City to perform the maintenance and operation of the Vehicles.

(c) Bankruptcy. All rights and licenses granted in respect of the Specified Contractor IP are, and shall be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, 11 U.S.C. § 101 et seq., licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code; and the Specified Contractor IP is, and shall be deemed to be, "embodiment[s]" of "intellectual property" for purposes of same. City shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code or equivalent legislation in any other jurisdiction. Without limiting the generality of the foregoing, Contractor acknowledges that the rights and license granted to City pursuant to this Section 9.3 shall not be affected by Contractor's rejection of this Agreement in bankruptcy and shall continue subject to the terms and conditions of this Agreement.

(d) License for Data. Except as provided below, the City grants to Contractor a license to inspect, examine, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control

modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective actions, and/or other engineering work for the Buses. This grant of license does not apply to any data or information obtained through or downloaded from the following systems:

- i. Passenger Information System
- ii. CAD/AVL System
- iii. Automatic Passenger Counter System
- iv. Video Surveillance System

(e) **Other Deliverables.** Contractor grants City a perpetual, non-exclusive, non-transferable license to use, retain, and reproduce at all locations controlled by the SFMTA, for internal use only, all copies (whether in hard copy or electronic format) of drawings, plans, specifications, schematics, studies, reports, memoranda, computation sheets and all other documents that are (a) prepared by Contractor or its Subcontractors or Suppliers (but not exclusively for City); and (b) subject to any restrictions set forth herein, required to be provided to City in connection with this Agreement. Contractor warrants that it has title to and/or the authority to grant a license of such Deliverables to the City.

9.6. Proprietary Materials.

(a) **Contractor Information.** To the extent that the Contractor considers any document or Deliverable to be a trade secret or otherwise proprietary, Contractor shall so mark them. SFMTA shall require individuals using such proprietary documents to maintain the confidentiality of the documents, and if necessary, sign a confidentiality agreement regarding use of highly sensitive documents. For purposes of this Agreement, the Specified Contractor IP (see Section 9.3.2) shall be considered a trade secret under this Section and subject to the provisions of this Section. Contractor shall hold the City harmless from and defend the City against all claims, suits or other proceedings instituted against the City for copyright infringement, misuse or misappropriation of a trade secret, or for access to the documents or Deliverables under the City's Sunshine Ordinance or the California Public Records Act. The SFMTA will give Contractor prompt notice if it receives a request for such records under the Sunshine Ordinance or the California Public Records Act to allow Contractor the opportunity to contest the request. Contractor will pay the costs and damages awarded in any such action or proceeding, or the cost of settling such action or proceeding, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Buses, spare parts, documents or Deliverables constitutes infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

(b) City Information.

i. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and its subcontractors shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

ii. In the performance of Work, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement.

Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

9.7. Management of City Data and Confidential Information.

(a) **Access to City Data.** City shall at all times have access to and control of City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

(b) **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of Data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

(c) **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within 48 hours return all Confidential Information, which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall, within 10 Working Days, purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five Working Days of the purge.

9.8. Nondiscrimination; Penalties

(a) **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all Business, social, or other establishments or organizations operated by Contractor.

(b) **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the terms of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with

a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in section 1, 4-B. of Appendix D for 12B Provisions, 12B.2(b) of the San Francisco Administrative Code.

(c) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as through fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) (see Appendix D) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

9.9. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

9.10. False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9.11. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

9.12. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

9.13. Independent Contractor; Payment of Taxes and Other Expenses

(a) **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its

employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

(b) Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

9.14. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (c) a candidate for that City elective office, or (b) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

9.15. Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

9.16. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10. Delivery Schedule

10.1. General. Contractor shall comply with the Delivery Schedule attached as Exhibit C.

10.2. Coach Delivery Procedure. Delivery shall be determined by signed receipt of the SFMTA Project Manager Representative at the point of delivery and may be preceded by a cursory inspection of the Coach. Delivery of the Coaches shall be F.O.B. point of delivery, freight pre-paid and allowed. Contractor shall ensure that all Coaches are fully operable when they are delivered. The point of delivery shall be:

32-foot Hybrid-Electric Diesel Coaches
SFMTA Woods Maintenance Facility 1095 Indiana Street San Francisco, California 94107

Drivers shall keep a complete and accurate maintenance log en route, which shall be delivered to the SFMTA Project Manager with the Coach. The log shall show the driver's compliance with the tire manufacturer's highway operating procedures. If the Coaches are towed, the rear axle shafts shall be removed during the towing and re-coupled by the Contractor after arrival at the point of delivery. Contractor shall deliver each Coach with a full tank of fuel and fully cleaned (exterior, interior, underside, and topside) prior to presentation for inspection. If the Coaches are towed from the Contractor's facility to SFMTA, highway-type tires shall be installed. Upon arrival at the SFMTA maintenance facility or within San Francisco, Contractor, at its expense, shall install city-type tires.

10.3. Spare Parts Delivery Procedure. Contractor shall divide delivery of spare parts into two lots, and a manifest shall accompany each delivery. Lot 1 shall be approximately 50 percent of the quantity of spare parts finally agreed to by the parties. Lot 2 shall be the remaining quantity of spare parts. At the SFMTA's option, the lots may be split into more than two deliveries. Delivery shall be determined by signed receipt of the SFMTA Project Manager at the point of delivery and may be preceded by a cursory inspection of the parts. Within 20 Working Days of delivery, City will notify Contractor whether there are any problems related to the delivery. The point of delivery shall be as stated above in Section 9.2, or as otherwise provided in writing by SFMTA. Delivery of spare parts shall be F.O.B. point of delivery, freight pre-paid and allowed.

10.4. Coach Delivery Schedule. The Coaches and other items shall be delivered between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Contractor shall deliver a maximum of five Coaches per week.

10.5. Liquidated Damages. By entering into this Agreement, the Contractor agrees that in the event deliveries are not completed within the number of days indicated in below table and the Contractor agrees that the amounts listed below for each day of delay beyond scheduled milestones and timelines are not a penalty, but are a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Except where the delay is the result of an Unavoidable Delay, City may

deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by the SFMTA. Liquidated damages imposed under this Agreement shall be in addition to any other damages that are recoverable by the City specified elsewhere in the Contract.

Item No.	Milestone	Amount Per Day
1.	Delivery of 1st Production (Pilot) Coach	\$400
2.	Delivery of last Production Coach	\$400

11. Project Planning, Scheduling and Control

11.1. Introduction. This Section specifies the requirements for project planning, scheduling and progress reporting to be performed by the Contractor in conjunction with the Contract work. Critical Path Method scheduling (CPM) shall be employed by the Contractor for planning, scheduling and reporting all work required by the Agreement.

11.2. Required Schedules.

(a) **Baseline Schedule:** The Baseline Schedule is the detailed schedule, in bar-chart format, prepared by the Contractor, indicating the Contractor's plan for executing the Contract work. Contractor shall develop the Baseline Schedule using Microsoft Project Software or approved equal. Contractor shall revise the Baseline Schedule as necessary to incorporate approved Contract modifications. The Contractor's performance or other avoidable delays shall not be considered justification for Baseline Schedule revision. The schedule documents, reports, lists, computer software with documentation and computer diskettes and e-mail files are required with each submittal. Contractor shall submit the Baseline Schedule as required in Exhibit C.

(b) **Current Schedule:** The Current Schedule is the updated logic network and supporting reports indicating actual progress to date and forecasted logic and progress for the remaining work. The update shall be, at a minimum, to the same level of detail as the Baseline Schedule.

(c) **Supplemental Schedule(s):** Supplemental Schedules are detailed schedules prepared by the Contractor, at the request of the SFMTA, to substantiate proposed Contractor changes that may have a schedule impact.

11.3. Modifications to the Schedule. When requested by the Engineer, the Contractor shall submit Supplemental Schedules to the Engineer to substantiate proposed Contract changes that may have an impact on the schedule. Contractor shall submit such schedules to the Engineer for review and approval within three working days from the request; otherwise, any proposed Contract change will not be considered by the City. On approval of a Contract modification by the City, the approved change will be incorporated in the Baseline Schedule during the monthly update process.

12. Acceptance of Buses

12.1. Conditional Acceptance. If a Coach does not meet all requirements for Final Acceptance, the SFMTA may, at its exclusive option, "conditionally accept" the Bus and place it into revenue service, pending receipt of Contractor-furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted Coach, the

payment shall be reduced by an amount equal to three percent of the amount of the Bus, which amount shall be withheld and paid after corrective action by the Contractor and final acceptance by SFMTA.

12.2. Title. (Supplementing Section J.8 of the CBS Contract). At the time the Bus is delivered, Contractor shall provide to the SFMTA Project Manager adequate documents for securing the title for the Bus in the State of California. Upon Conditional Acceptance of each Coach, title to each Coach shall pass to the City.

13. Taxes and Other Governmental Charges

13.1. Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement. State sales tax will be allowed to be a line item at cost provided by the Contractor.

13.2. Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(a) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

(b) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(c) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(d) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

14. Fleet Defects

14.1. Defined. A "Fleet Defect" is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur within the warranty period in at least 20 percent of all Buses delivered under this Contract. Where a Fleet Defect of a major component is not recognized by the applicable major component manufacturer or supplier as a Fleet Defect or to be covered under a fleet defect warranty of such manufacturer or supplier, Contractor shall make all commercially reasonable efforts to assist the SFMTA with obtaining a remedy from the major component manufacturer or supplier. The SFMTA shall have final approval of corrections or changes under these conditions.

14.2. Repair Procedures.

(a) The repair procedures for Fleet Defects shall supersede the Contractor's provisions for warranty repair, as set forth in its proposal submitted for the Georgia Procurement. Said provisions shall apply to Defects that do not amount to Fleet Defects.

(b) Within 10 Days of receipt of notification of a Fleet Defect, the Contractor shall investigate and provide the SFMTA with a corrective action plan specifying how and when all Coaches with Fleet Defects shall be permanently corrected, regardless of failed component origin. This includes the management, notification and communications with any and all suppliers, sub-suppliers, and/or subcontractors. The corrective action plan shall include all parts and materials used in the manufacture and delivery of an Acceptable Vehicle. Said plan is subject to approval by the SFMTA.

(c) After a corrective action plan has been established and approved by the SFMTA, the Contractor shall specify how and when all Buses shall be corrected. After approval of the final work plan and schedule, the Contractor shall promptly undertake and complete the work program within the timeline established in the approved corrective action plan. The corrective work shall be reasonably designed to prevent the occurrence of the same Defect (including Related Defects) on all other Coaches and spare parts purchased under this Contract. Any proposed changes to a corrective action plan or program must be submitted to the SFMTA for its approval.

(d) The SFMTA reserves the right to suspend delivery or Acceptance whenever a Fleet Defect has been identified and the Contractor is not meeting its obligations with respect to warranty service.

14.3. Responsibility for Corrective Work. The Contractor shall pay for all necessary labor and material to effect all repairs or modifications to all Vehicles, including Buses for which the warranty had expired. If one or more of the Contractor's suppliers do not honor these Fleet Defect provisions, Contractor shall bear full responsibility for the repair of all Fleet Defects.

14.4. Warranty After Replacement or Repair of Fleet Defects. The warranty on parts or components used to remedy Fleet Defects shall begin when the retrofit parts are installed and shall be extended for the time and or miles remaining on the original Coach warranty or the part manufacturer's part(s) warranty, whichever is greater. This extended warranty shall begin on the repair/replacement date for the Defective parts.

15. Authority of Project Manager; Claims; Disputes. The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions, which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. In discharging the responsibilities outlined above, the Project Manager shall at all times act fairly and reasonably. Any appeal of the Project Manager's decisions shall be in accordance with the provisions of Section 9.2 of this Agreement. As with any claim, change, extra or additional work, Contractor shall be paid in accordance with the payment provisions set out in this Contract when the dispute is finally resolved.

Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the Project Manager, who, in consultation with other City representatives, as applicable, and with input the Contractor, shall decide the true meaning and intent of the Contract. The Project Manager's decision in this regard shall be administratively final and conclusive.

16. Large Vehicle Driver Safety Training Requirements.

16.1. Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training

program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety are available for download at www.SFMTA.com/largevehicletestingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

16.2. By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

17. Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: San Francisco Municipal Transportation Agency
Transit Division Fleet Engineering
700 Pennsylvania Avenue, San Francisco, CA 94107
Attention: Steven Lin, Project Manager
steven.lin@sfmta.com

To Contractor: Creative Bus Sales, Inc.
14740 Ramona Ave. Chino CA 91710
Attention: Marcus Hoffman, Bid Manager
marcush@creativebussales.com

18. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Creative Bus Sales, Inc.
_____ Jeffrey P. Tumlin Director of Transportation	_____ Tony Matijevich President
Authorized By: San Francisco Municipal Transportation Agency Board of Directors	14740 Ramona Avenue Chino, CA 91710
Resolution No: _____	City supplier number: 0000020887
Adopted: _____	
Attest: _____ Secretary, SFMTA Board of Directors	
Board of Supervisors	
Resolution No: _____	
Adopted: _____	
Attest: _____ Clerk of the Board	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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Exhibits:

Exhibit A

- Schedule 1 – Schedule of Prices
- Schedule 1A – Proposed Changes
- Schedule 1B – Spare Parts List
- Schedule 1C – Special Tools List

Exhibit B – Project Delivery Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Creative Bus Sales, Inc.
_____ Jeffrey P. Tumlin Director of Transportation	 _____ Tony Matijevich President
Authorized By: San Francisco Municipal Transportation Agency Board of Directors	14740 Ramona Avenue Chino, CA 91710
Resolution No: _____	City supplier number: 0000020887
Adopted: _____	
Attest: _____ Secretary, SFMTA Board of Directors	
Board of Supervisors	
Resolution No: _____	
Adopted: _____	
Attest: _____ Clerk of the Board	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By: _____ Robin M. Reitzes Deputy City Attorney	

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Exhibits:

Exhibit A

- Schedule 1 – Schedule of Prices
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- Schedule 1B – Spare Parts List
- Schedule 1C – Special Tools List

Exhibit B – Project Delivery Schedule

Exhibit A
Schedule 1 - Schedule of Prices

City is exempt from federal excise taxes. State, local sales, and use taxes are not to be included in these prices.

No.	Qty.	Description	Unit Price	Total Price
1	30	32-ft Low Floor Diesel Hybrid Coaches	\$835,723.33	\$25,071,700
2	LS	Training for 32-ft Low Floor Coaches	\$150/hour	\$500,000
3	5	Operating, Maintenance and Parts Manuals for 32-ft Low Floor Coaches		Inclusive
4	LS	Spare Parts for 32-ft Low Floor Coaches (allowance)		\$250,000
5	LS	Special Tools for 32-ft Low Floor Coaches (allowance)		\$250,000
Grand Total				\$26,071,700

Schedule 1A – Proposed Changes

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
1		DOAS Base 2-11: 30 ft to 34', 11 in Heavy Duty Low Floor E-Z Rider II	\$456,179.00
2	5 POWERPLANT	Alternate fuel option - Allison Hybrid - Delete Cummins Diesel L9 engine & Allison B400R transmission - Add Allison EP40 Diesel hybrid package	\$241,500.00
3	32.20 AVL SYSTEM	Delete Clever Device AVL system	-\$21,250.00
4	28.14 FRONT BUMPER	Change from Transpec Energy Absorbing Bumpers to Romeo Rim HELP bumpers	\$0.00
5	12.1 DESIGN TRANSIT COACH	Change subfloor from Plywood ACQ Grade to composite	\$1,097.78
6	31.6 PASSENGER ASSISTS	Change from (4) Stanchions Vertical to (9): aisle side of FF seats	\$472.22
7	29.1 APPEARANCE	Add paint clear coat complete bus	\$944.44
8	31.27 WHEELCHAIR SECURING SYSTEM	Change from (2) Q'Straint QRT 8100-A1 Deluxe tie-down system to (2) Q'Pod wheelchair positions	\$11,733.33
9	24.1 DIMENSIONS	Change from Driver seat Recaro Ergo Metro with headrest & 2-point belt; fabric seat with gray boxing to USSC 9100 ALX driver seat with seat cushion/seat belt alarm; H012 Hampton black vinyl upholstery; orange seat belt	\$985.56
10	32.10 PASSENGER INFORMATION AND ADVERTISING	Delete DOAS Advertising frames - street side, curbside and rear	-\$640.00
11	32.9 DASH MOUNTED MECHANICAL SIGN	Delete DOAS Transign mechanical (4) character route sign - backlit LED	-\$632.00
12	31.6 PASSENGER ASSISTS	Powder Coated Yellow handholds at front doorway, interior steps, and exit doorway.	\$244.44
13	28.15 OPTIONAL BICYCLE RACKS	Add Byk-Rak 3-position stainless steel bike rack with dash mounted bike rack deployed indicator light	\$1,431.11
14	29.4 EXTERIOR LIGHTING	Add second set of red brake/tail lamps	\$128.89
15	1.14 TRAINING	OEM manuals as available; at minimum Cummins, Thermo King, Allison	\$762.22

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
16	26.5 SIDE WINDOWS	Add window guards - sacrificial acrylic liners	\$4,292.22
17	30.16 DRIVER AREA	Add LED bullet farebox light	\$208.89
18	7.31 TRANSMISSION	Change from Allison B400R Extended warranty, 5 yr/unlimited miles to Allison standard warranty	\$0.00
19	17.7 AIR SYSTEM DRYER	Change from Dual Bendix AD9 Air Dryer to Graham White "Sludge Braker" Air Dryer	\$1,722.22
20	17.3 PNEUMATIC SYSTEM - GENERAL	Change Shop Air Connection Front & Rear Milton S790 to SF Muni spec	\$0.00
21	7.14 COOLING SYSTEMS	Delete Transynd Transmission Fluid	-\$140.00
22	7.14 COOLING SYSTEMS	EMP MH4 electric fan system in lieu of Modine	\$218.89
23	14.6 KNEELING	Change 2-position momentary switch for kneeling to 3 position, spring loaded normally centered switch w kneel switch cover	\$0.00
24	15.1 WHEELS	Change from Wheels OEM Powder Coated Steel to Wheel Aluminum Conversion - Alcoa Durabright coating	\$2,416.67
25	31.24 DIMINSIONS AND CAPABILITIES	Change rear mud flap to (1) pair - full width	\$0.00
26	19.4 JUMP-START CONNECTOR ALTERNATOR/REGULATOR	Change from Niehoff C803 525 amp Alternator to Vanner HBA DC to DC converter(s)	\$0.00
27	19.17 DISCRETE I/O (INPUTS/OUTPUTS)	Change from I/O Controls G3 Multiplex System to I/O Controls G4 Multiplex System with data logger, auto test system, & G4-GW-J1939-1708-01	\$3,111.11
28	29.4 EXTERIOR LIGHTING	Change from (2) round rear high mount collision avoidance lights to (2) 18" strip type center brake lamps on upper rear cap	\$0.00
29	29.4 EXTERIOR LIGHTING	Daytime running lights	\$0.00
30	29.4 EXTERIOR LIGHTING	LED headlamps - high/low beams	\$307.78
31	19.21 AUDIO	Delete DOAS additional microphone jack	-\$54.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
32	30.13 FLOOR COVERING	Change Altro floor color to TFF62704F Rocket with coving	\$0.00
33	31.11 OVERHEAD	Change from (14) Ceiling handrail vinyl coated nylon straps to (16) Overhead flexible grey PVC grab straps mounted in stainless steel metal to match the overhead stanchion.	\$1,075.56
34	27 HEATING, VENTILATING AND AIR CONDITIONING ROOF VENTILATORS	Delete DOAS additional vent roof emergency exit	-\$355.00
35	23.3 VISORS/SUN SHADES FRONT AND SIDE SUN SHADE/VISOR	Add 3" spring load clip to automotion roller blinds	\$0.00
36	31.14 PASSENGER DOORS	Change from Vapor Air Slide/Glide doors to Vapor Electric Slide/Glide doors with air wave sensitive door edge on center door; class system on rear door and rear door annunciator	\$5,666.67
37	29 FINISH AND COLOR	Change from DOAS Exterior paint & decal package to SF Muni custom paint/decals per spec; LV650 anti graffiti paint treatment; include fleet numbers interior/exterior	-\$875.00
38	23.7 PEDAL ANGLE - DRIVER'S AMENITIES - COAT HOOK	Delete DOAS driver coat hook & strap	-\$25.00
39	30.21 FARE COLLECTION	Change from farebox wiring only; power circuit/ground strap to Genfare electronic farebox mounting plate & prewire with nuts welded onto plate; 10 amp, 24v direct current protected circuit & wiring to accommodate J1708; power-disconnect switch provided inside farebox	\$444.44
40	32.12 PASSENGER STOP REQUEST/EXIT SIGNAL	Passenger signal system pull cord w/ dash light with touch tape for wheelchair positions to pullcord with buzzer and mullion drops; pushbutton on underside of flip up seat for wheelchair positions, Stop request pushbuttons on vertical stanchions (9); Stop request system automatic announcement - stop, coach ID #, time are announced upon stop request activation	\$761.11

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
41	32.12 PASSENGER STOP REQUEST/EXIT SIGNAL	Change from Faraday chime signal for stop request system to I/O Controls Chime	-\$387.00
42	19.13 ELECTRICAL COMPONENTS	Delete DOAS 4-way flashers activated by doors; left dash panel switch	-\$76.00
43	30.15 PASSENGER	Change from Advertising frame for routes/schedules on back of electronics cabinet to Passenger information holders; (2) frames to retain 17" W x 11" H; (3) stainless steel of aluminum take-one boxes (retain 1-1/4" stack of 4-1/4" wide media 4" deep) mounted on SS window pillars	\$33.33
44	32.13 COMMUNICATIONS - CAMERA SURVEILLANCE SYSTEM	Change from Video surveillance system (12) camera pre-wire only to Kratos surveillance system (10) camera with (2) additional transit lane only enforcement cameras, silent alarm, health monitor tool, wireless bridge/software 7 viewing stations, with door camera tied to MFD	\$37,084.44
45	32.14 MOBILE RADIO SYSTEM	Change from Motorola XPR 2500 two-way radio; antenna access plate, flexible conduit with pull cord to Harris mobile radio pre-wire only	-\$900.00
46	18.3 ENVIRONMENTAL AND MOUNTING REQUIREMENTS	Delete DOAS remote mount alternator voltage regulator A2-317 with jumper cable & 5 amp fuse	-\$150.00
47	7.46 FITTINGS AND CLAMPS	Change from Breeze constant tension clamps on cooling system - stainless steel 360-degree seal to Silicone cooling hoses with Breeze constant tension clamps	\$0.00
48	11.14 YELLOW PADS	Delete DOAS yellow jacking plates	-\$125.00
49	7.45 FLUID LINES	Delete DOAS engine compartment hydraulic hoses with outer cover or sheath	-\$300.00
50	17.2 OPTION REQUIRING ACCELERATOR INTERLOCK WHENEVER FRONT DOORS ARE OPEN	Delete DOAS Special interlock - engage service brake system to stop movement of bus whenever front doors are open	-\$200.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
51	19.5 BATTERY COMPARTMENT	DOAS battery door retained open by gas prop	\$0.00
52	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	DOAS engine compartment door will swing up & be secured with 5/16" square latch	\$0.00
53	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	Keep LED service area lighting (5) engine compartment; electronics enclosure; electrical junction box; passenger door operator compartments	\$0.00
54	19.2 TWO 8D BATTERY UNITS	Change from batteries (2) Deka 8D with side post connections, 1300 CCA's per battery to (2) Deka 8A8D AGM Magna Power with side mount threaded terminals	\$711.11
55	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	DOAS engine door gas operated shock with safety locks to engine door gas operated shock with safety lock on left strut.	\$0.00
56	19.4 JUMP-START CONNECTOR	Delete DOAS Anderson 350 jump start connector w/ dust cap at engine & front bumper	-\$372.00
57	1.14 TRAINING	Delete DOAS training per specification	-\$500.00
58	32.18 ANTENNA	Delete DOAS roof-mount RF/GPS/Cellular antenna	-\$250.00
59	32 SIGNAGE AND COMMUNICATION - DESTINATION SIGNS	Change from Twin Vision 100% Amber LED Destination Signs - front/side/rear; foot switch activated emergency message; programming software & data transfer device to Luminator destination signs - color front; amber curbside/street side/rear and dash mounted run number sign; emergency button & wireless upload/download; with final commissioning	\$4,997.78
60	7.40 SERVICE	Change from Magnetic drain plugs (3) - engine, transmission, rear axle to Femco driplless drain plug on all lubricant sumps	\$4.44
61	1.12 MAINTENANCE AND INSPECTION	Delete DOAS engine oil sampling port - Titan probalyzer OD-1014	-\$115.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
62	1.12 MAINTENANCE AND INSPECTION	Change from Transmission oil sampling port - Titan probalyzer OD-1014 to Polaris Labs oil probalyzer mini gauge oil sampling system - SIL 17-TR-96 and Probalyzer oil sampling device on Allison traction motor	\$0.00
63	17.5 AIR LINES AND FITTINGS	Test ports for: air intake, exhaust, pneumatic, charge air 7 cooling system to test port on surge tank; 1/8" NPT Schrader valves	-\$367.00
64	27 HEATING, VENTILATING AND AIR CONDITIONING	Change from Thermo King Athenia AMII brushless HVAC system; R407C, X430 compressor, Intelligaire III, Electronic pressure display to Thermo King Athenia AMII brushless HVAC system; R407C, X430 compressor, Intelligaire III, 20% fresh air; with final commissioning	\$0.00
65	27 HEATING, VENTILATING AND AIR CONDITIONING	Delete DOAS (5) sets of Thermo King Diagnostic equipment including cable/CANDIAG with additional data port in driver's area	-\$2,192.00
66	1.5 OVERALL REQUIREMENTS	Change from Warranty - Complete bus 1 year / 50,000 miles to Warranty - Complete bus 2 years / 100,000 miles whichever occurs first	\$0.00
67	1.5 OVERALL REQUIREMENTS	Cummins standard warranty, 2 yrs/unlimited miles	\$0.00
68	7.22 SCREEN IN FRONT OF THE RADIATOR	Delete DOAS easily cleanable screen for radiator	-\$250.00
69	9.1.5 DRY-BREAK FUEL FILLER	Delete DOAS audible signal for indicating full diesel fuel tank	-\$269.00
70	19.3 BATTERY CABLES	Change from 4/0 battery cables to 4/0 color-coded battery cables; Red = primary; Black = Negative; other color for intermediate voltage cables	\$46.67
71	29.3 PASSENGER INFORMATION	DOAS interior decals English & Spanish to SFMTA specific interior decals.	\$1,392.22
72	29.6 DOORWAY LIGHTING	Change from LED lamps in door overhead at both passenger doors (2) per door to Door header LED strip light at both doors, 1.0" x 18.5"	\$0.00
73	32.20 AVL SYSTEM	Delete DOAS PA System with gooseneck mic, speakers, volume control, foot mounted switch	-\$871.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
74	15.4 STEERING	Delete DOAS Spare OEM powder coated wheel only	-\$183.00
75	7.32 RETARDER TRANSIT COACH	Delete DOAS Transmission retarder disable switch	-\$76.00
76		Change from delivery via drive away service to Marietta, GA to delivery via drive away service to San Francisco, CA	-\$2,298.00
77	31.1 PASSENGER SEATING - ARRANGEMENTS AND SEAT STYLE	Change from Passenger Seating - Freedman FW Mid-hi per FP#E62F3AC0001 to Passenger Seating - USSC Aries per FP#E2203EC0008; seats are blue cosmetic onserts with drain hole and that the lower deck seats have ADA stencil.	\$11,882.22
78	11.11 TOWING	Delete DOAS electrical plug connector for exterior lights when towing; with spring loaded dust cap, mounted at front of bus	-\$150.00
79	7.49 OIL AND HYDROLIC LINES	Add engine oil filler cap hinged and closed with spring pressure or positive locks	\$0.00
80	7.2 PRIMARY PROPULSION UNIT AND TRACTION MOTOR	Add 6.14:1 rear axle ratio	\$0.00
81	7.14 COOLING SYSTEMS	Add drain cocks in all low points of cooling system	\$0.00
82	8.1 FUEL LINES	Add Parker stainless steel teflon lines - fuel & oil lines only in engine compartment	\$222.22
83	6.14 COOLING SYSTEMS	Add propylene glycol with non-ethylene-glycol rust inhibitor in cooling system	\$168.89
84	27 HEATING VENTILATING AND AIR CONDITIONING	Add shutoff valves 1/4 turn (at front heater core)	\$166.67
85	7.23 STANDARD REQUIRED FOR COOLANT FILTRATION	Add spin-on water filter	\$166.67

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
86	14.1 SUSPENSION - GENERAL REQUIREMENTS	Add EJ Ward tire pressure monitoring system	\$858.89
87	32.13 COMMUNICATIONS - CAMERA SURVEILLANCE SYSTEM	Add I/O Controls MFD include door activity display via surveillance camera per specification	\$1,265.56
88	32.17 RADIO TRANSMITTER	Standard 4 Interior Speakers and 1 Exterior Speaker	\$160.00
89	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add speaker (1) external with 3-position switch: internal/external/both	\$166.67
90	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add floor mounted PA switch	\$166.67
91	30.12 INSULATION	Add stainless steel wheelwells	\$1,666.67
92	30.9 REAR BULKHEAD	Add stainless steel rear bulkhead	\$415.56
93	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	Add Special curbside and roadside engine doors (Axess style doors to utilize horizontal hingers that fold door upwards)	\$0.00
94	27 HEATING, VENTILATING AND AIR CONDITIONING	Add rotary hardwired switch for HVAC with auto, A/C, heat and vent	\$0.00
95	27 HEATING, VENTILATING AND AIR CONDITIONING	Delete driver fan (2 speed)	\$0.00
96	24 DRIVER'S SEAT	Add seating adjustable track	\$0.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
97	7.3 ENERGY STORAGE AND CONTROLLER - HIGH VOLTAGE DEVICES	Add high voltage equip/conductors identified "high voltage"	\$0.00
98	7.3 ENERGY STORAGE AND CONTROLLER - HIGH VOLTAGE DEVICES	Add vehicle identified on exterior "hybrid vehicle"	\$0.00
99	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	Energy storing devices door with 5/16" square latch.	\$0.00
100	2.3 FIRE SAFETY	Add fire retardant barrier between hybrid roof mounted components and bus roof	\$0.00
101	30 INTERIOR PANELS AND FINISHES	Add passenger compartment Docket 90	\$555.56
102	28.11 SERVICE COMPARTMENTS AND ACCESS DOORS - ACCESS DOORS	Add Special battery box/compartment with overheat & smoke sensor; with fire detection/suppression system with visual & audible alarm in driver's area; battery compartment mounted under driver's window box and dual access doors with non-conductive coating	\$0.00
103	19.5 BATTERY COMPARTMENT	Add warning notice in battery box & exterior not to pour water on battery equipment in case of fire	\$0.00
104	28.12 ACCESS DOOR LATCH/LOCKS	Add exterior access doors with square door key latches retained with over-center gas-gilled spring except doors under 36 square inches retained with over-center springs	\$0.00
105	28.12 ACCESS DOOR LATCH/LOCKS	Add maintenance compartment door with 5/16" square tool to access engine oil/traction motor fluid	\$44.44
106	30.2 INTERIOR PANELS	Add interior sidewalls with anti-graffiti vandalism treatment	\$222.22
107	30.13 FLOOR COVERING	Add "DO NOT STAND" decals inlaid in floor covering at each vestibule. Add 15" wheelchair inlay at each wheelchair securement area.	\$851.11

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
108	30.13 FLOOR COVERING	Add stainless steel strip below yellow step nosing at outer edge of interior step riser treads	\$111.11
109	30.13 FLOOR COVERING	Add yellow/black caution strip decal on each vertical face of step	\$111.11
110	31.14 PASSENGER DOORS	Add when door emergency unlocking devices actuated door interlock throttle system returns engine to idle; door interlock brake system applies regardless of position of override switch	\$111.11
111	29.4 EXTERIOR LIGHTING	Add right turn cornering lamp installed between wheel well and exit doors	\$211.11
112	32.1 CABLES AND ACCESSORIES	Add Conduent digital voice announcement system wiring provisions only	\$12,427.78
113	32.1 CABLES AND ACCESSORIES	Add Drivecam wiring provisions	\$930.00
114	32.15 ELECTRONICS/ EQUIPMENT COMPARTMENT	Change from low tower to Full-height electronic tower; white, heavy-duty slide out trays; 12-volt, 30-amp bus bar with 30 amp circuit breaker; and J-box mounted in electrical tower	\$0.00
115	30.21 FARE COLLECTION	Add Clipper System wiring provisions only with final commissioning	\$2,675.56
116	32.21 AUTOMATIC PASSENGER COUNTING	Add IRIS automatic passenger counter at both doors with IRMA sensor	\$6,055.56
117	29.2 DECALS, NUMBERING AND SIGNING	Add braille vehicle number sign placed according to ADA	\$46.67
118	32.20 AVL SYSTEM	Add GTT Opticom 2101 and Opticom 4010 traffic signal priority equipment with final commissioning	\$9,111.11
119	28.4 PEDESTRIAN SAFETY	Add S1 Guard mounted curbside in front of rear axle wheel	\$2,263.33
120	14.1 SUSPENSION - GENERAL REQUIREMENTS	Add Ferry riser with capability to activate while vehicle is in motion	\$1,566.67

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
121	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add hill holder switch with cover	\$84.44
122	23.7 PEDAL ANGLE - BRAKE AND ACCELERATOR PEDALS - ADJUSTABLE BRAKE AND ACCELERATOR PEDALS (OPTIONAL)	Add Kongsberg adjustable pedal system	\$1,222.22
123	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add sweeper switch	\$84.44
124	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add turn signal disable switches located in the SDS cabinet (separate switch for LH and RH turn signal).	\$168.89
125	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add silent alarm switch and event marker button with HELP message & notification to SFMUNI Central Control	\$84.44
126	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add visible indicator and audible alarm for the following - low oil, low coolant, hot engine, low hydraulic fluid	\$144.44
127	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add operator switch to convert rear doors to power doors with simultaneous opening/closing of both door valves	\$84.44
128	17.1 PASSENGER DOOR INTERLOCKS	Add front/rear door interlock	\$255.56

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
129	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add audible alarm when override switch is in "ON" position.	\$111.11
130	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add dual electric horns	\$0.00
131	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add Floyd Bell exterior audible curbside turn signal alarm, Model XB-V09-630-S(F) with (2) independent override toggle switches: (1) for each turn; installed in a secured locking compartment	\$257.78
132	30.3 DRIVER AREA BARRIER	Add AROWGlobal MV308 driver protection system plus ENC extension to windshield	\$6,463.33
133	23.7 PEDAL ANGLE - DRIVER'S AMENITIES	Add trash receptacles per spec; (1) cylindrical 13" H 6" Diameter mounted to outside of driver barrier; (1) small capacity mounted on operator panel	\$124.44
134	23.7 PEDAL ANGLE - DRIVER'S AMENITIES	Add storage locker with latch; (4) cubic feet	\$411.11
135	16.5 HUBS	Add oil hub seals	\$0.00
136	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add parking brake warning; if parking brake is not applied and master run switch is in off position; interior audible warning and blinking warning lights	\$0.00
137	16.7 DRUM BRAKES (OPTIONAL)	Add MGM E-stroke with system status indicator	\$2,744.44
138	17.5 AIR LINES AND FITTINGS	Add air lines copper tubing where necessary with nylon flex lines at the end	\$400.00
139	17.5 AIR LINES AND FITTINGS	Add blue nylon tubing for the suspension system	\$0.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
140	14.1 SUSPENSION - GENERAL REQUIREMENTS	Add hydraulic diagnostic quick-coupler ports (1) supply (1) return	\$258.89
141	17.5 AIR LINES AND FITTINGS	Add all hydraulic lines to be tagged from hydraulic system only	\$0.00
142	32.20 AVL SYSTEM	Add Fleetwatch electronic odometer data recorder	\$833.33
143	5.1 AUTOMATIC ENGINE PROTECTION/SHUTD OWN OVERRIDE FEATURE	Add remote diagnostic communication for Cummins engine	\$258.89
144	9.2.7 FUELING SYSTEM	Add pipe plug to check fuel pressure on secondary fuel filter housing	\$0.00
145	19.10 CIRCUIT PROTECTION	Add circuit breaker wires not in the J-box to be soldered	\$111.11
146	9 DESIGN AND CONSTRUCTION	Add exterior fasteners stainless steel except where mechanical requirements impose graded steel fasteners	\$0.00
147	23.5 NORMAL BUS OPERATION INSTRUMENTATION AND CONTROLS	Add Clever Devices stealth mic	\$1,333.33
148	2.1 INTERIOR NOISE	Add Sikadamp sound deadening material on wheelwells and rear engine bulkhead	\$444.44
149	11.7 ENGINE OR MOTOR COMPARTMENT BULKHEADS	Add rear engine bulkhead connectors	\$2,222.22
150	9 DESIGN AND CONSTRUCTION	Add bolts per specification; bolts smaller than 1/4" do not project more than 1 1/2 threads plus 1/4"; bolts 1/4" or larger do not project more than 8 threads	\$0.00
151	1.5 OVERALL REQUIREMENTS	Add copy of vehicle traveler book with each delivery - hard copy and electronically	\$0.00

Item	GA DOAS Reference	Supplies &/or Services to be Furnished:	Price
152	1.5 OVERALL REQUIREMENTS	Add manuals - electronic plus following hard copies: (5) maintenance manuals; (5) parts manuals with OEM subcomponent p/ns as available; (100 operator manuals)	\$22.22
153	1.5 OVERALL REQUIREMENTS	Add schematics and diagrams 11" x 17" format included in sturdy 3-hole plastic binder	\$0.00
154	1.12 MAINTENANCE AND INSPECTION	Add preventative maintenance filter kit - engine fluid/air filters, Allison fluid filters, HVAC air filters	\$900.00
155	1.5 OVERALL REQUIREMENTS	Add towing during warranty	\$0.00
156	1.5 OVERALL REQUIREMENTS	Add Warranty - 3 year/150,000 miles for: brake system (excluding friction material, EMP (WTY003), power steering system, door system, air system including compressor, dryer, tanks and valves, wheelchair ramp, destination sign, voice annunciation system, engine starting system, alternator	\$0.00
157	15.3 STEERING WHEEL, GENERAL	Add Vehicle Improvement Product steering wheel, p/n BKBL1824D4V	\$0.00
158	32.20 AVL SYSTEM	Add ViriCiti Telematics - hardware and initial license	\$2,882.22
Total:			\$822,481.41
PPI:		1.61%	\$13,241.95
Total:			\$835,723.36

Schedule 1B – Spare Parts List

<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
<u>FRONT AXLE & SUSPENSION</u>	
LATERAL ROD FRONT SUSPENSION - 13616501 includes brackets bushings and sleeves	\$743.43
end bushings yellow 2 piece - 750303	\$7.01
sleeve for yellow bushing - 750307	\$8.17
blue split bushing - 750305	\$20.78
FRONT SUSPENSION SPRING - includes 1 spring and all hardware to install - 13611050	\$344.22
SHOCK ABSORBERS FRONT- includes bushings and washers - 13006401	\$195.51
FRONT AIR BAG - 13006301	\$153.40
SLACK ADJUSTERS FRONT RH - 7510776	\$144.94
SLACK ADJUSTERS FRONT LH - 7510777	\$144.94
FRONT BRAKE KIT - 750171 - includes 1 set of shoes, rollers springs and spacers	\$211.28
FRONT BRAKE DRUM - 750251	\$275.35
TIE ROD END LH - 75230131	\$169.18
TIE ROD END RH - 75230132	\$169.18
TIE ROD ASSY - INCLUDES CENTER LINK BAR - 751310245	\$412.58
<u>REAR AXLE & SUSPENSION</u>	
REAR SUSPENSION SPRING - 13614350 - includes all hardware to mount, bolts washers, u-bolts and plates	\$431.80
SHOCK ABSORBERS REAR - includes bushings and washers - 13006501	\$195.51
REAR AIR BAG - 13616601	\$162.60
SLACK ADJUSTERS REAR - RH&LH - 750111	\$145.36
BRAKE KIT REAR - 753014707 - includes 1 set of shoes, rollers, springs and spacers	\$159.35
REAR BRAKE DRUM - 750253	\$139.56
PANHARD ROD - 13005601	\$349.51
DRIVELINE - HYBRID	\$1,474.13
<u>STEERING</u>	
STEERING WHEEL - 19008501	\$80.49
STEERING COLUMN - 19008401	\$759.69
HORN BUTTON - 19018501	\$17.82
TURN SIGNAL SWITCH - IN COLUMN - 7147840	\$104.36
HORN BRUSH CONTACT KIT - 7144979	\$62.91
STEERING GEAR - 12005901	\$1,149.06

<u>ITEM DESCRIPTION</u>	PRICE
DRAGLINK - 13614001	\$396.16
<u>INTERIOR COMPONENTS</u>	
DRIVER SEAT USSC - 9100 alx	\$3,418.01
KIT - SLIDE STOW DRIVER PROTECTION SYSTEM	\$7,621.45
WINDSHIELD SHADE - 55207601	\$187.79
INTERIOR REAR VIEW MIRROR - 45600501	\$68.09
STEERING COLUMN COVER BACKSIDE - 55617302	\$32.59
STEERING COLUMN COVER FRONT SIDE - 55617301	\$32.59
<u>ELECTRICAL</u>	
I/O MODULES ALL MBC-HUB-05 - MAIN BUS CONTROLLER DIO-1616-02 - DIGITAL MODULE (4) MFD-03 - MULTI-FUNCTION DISPLAY VDL-01 VEHICLE DATA LOGGER ATS-01 AUTOMATIC TEST SYSTEM GW-J1939-J1708-01 - GATEWAY MODULE	\$18,781.84
LED EXTERIOR LIGHTS - all DIALIGHT including stepwell and license lights	\$1,777.74
BATTERY SHUT OFF SWITCH - 26200902	\$237.35
CIRCUIT BREAKER 150 AMP - 1007863	\$50.64
CIRCUIT BREAKER 90 AMP - 1268184	\$42.85
LIGHT ENG COMPARTMENT - 1221829	\$9.09
TOGGLE SWITCH ON-OFF - 1050129	\$9.09
TOGGLE SWITCH 3 WAY - 1134253	\$12.53
GAUGE - SPEEDO - 26017302	\$431.67
GAUGE - DUAL AIR - 1355007	\$255.36
SWITCH PUSH TO START - 1218783	\$14.68
SWITCH - DAY/NIGHT/RUN - 1278229	\$85.44
PANEL - DAY/NIGHT/RUN - 29200912	\$261.86
SWITCH - ENTRANCE DOOR - 29001101	\$8.35
ENTRANCE LIGHT INTERIOR - 26004802	\$19.38
DRIVER LIGHT OVERHEAD - 26012387	\$34.60
SWITCH KNEEL - 26005720	\$29.69
SWITCH SIDE DOOR SMALL - 26005701	\$11.06
SWITCH SIDE DOOR LARGE - 26005710	\$45.41
HEADLIGHT ASM CURBSIDE - 26902221	\$167.78
HEADLIGHT ASM ROADSIDE - 26902220	\$167.78
SWITCH LOW PRESSURE - 20012401	\$31.16
SWITCH SERVICE BRAKE - 26003701	\$31.16
SWITCH STOP LIGHT - 8009102	\$31.16
SWITCH PRESSURE 20 psi - 13900901	\$31.16

ITEM DESCRIPTION	PRICE
SWITCH PRESS PARK BRAKE - 8004434	\$31.16
HVAC COMPONENTS	
front blower assy - 680147	\$297.75
front evap coil - 680141	\$276.80
front heat coil - 680145	\$284.15
front flow control valve - 690135	\$87.60
filter front defroster - 64052801	\$31.11
EXTERIOR COMPONENTS	
BUMPERS - ROMEO RIM	
50004901 - front transit style	\$1,445.94
1300623 - rear bumper	\$1,487.22
EXTERIOR MIRRORS	
45606104 - roadside ext mirror w/ t/s in glass	\$710.05
45606004 - curbside ext mirror w/ t/s in glass	\$997.22
mirror head only - roadside - 900353	\$459.45
mirror head only - curbside - 900351	\$459.45
glass flat roadside - 900355	\$35.67
glass convex roadside - 900357	\$35.67
glass flat curbside - 900403	\$35.67
glass convex curbside - 900427	\$35.67
mirror arm curbside - head to bus - 900331	\$247.43
mirror switch - 55615101	\$77.45
WINDOWS (bus kit) - LAY IN GLAZED, QUICK CHANGE, HEAVY DUTY W/ 3/4 EGRESS WINDOWS AND AVAILABLE INNER LINERS, CLEAR ANODIZED FRAMES	\$15,225.08
BIKE RACK - BYK-RAK 3 position rack 3 pos S/S black with sensor, spring assisted pivot bracket w/ sensor, mounting bracket kit	\$1,764.38
WINDSHIELD - curbside 48640601	\$388.80
WINDSHIELD - roadside 48640501	\$388.80
GLASS DEST SIGN - 48640701	\$177.53
GASKET WINDSHIELD - 48642701	\$246.77
CORNER WINDSHIELD GLASS CURBSIDE - 48626701	\$99.91
CORNER WINDSHIELD GLASS ROADSIDE - 48626801	\$99.91
WIPER ARM curbside and roadside- 51002501	\$85.75
WIPER BLADE - 51003301	\$35.34
WIPER MOTOR ROADSIDE - 51002801	\$231.79
WIPER MOTOR CURBSIDE - 51002701	\$231.79

<u>ITEM DESCRIPTION</u>	PRICE
WASHER BOTTLE W/ PUMP - 51002953	\$61.00
WIPER WASHER SWITCH - 51002101	\$127.87
FENDER FLARE - 45010605	\$51.24

Schedule 1C – Special Tools List

DESCRIPTION	MODEL #	PART NUMBER	PRICE
Dell Latitude Rugged 14 laptop computer; equipped with 500 GB of SSD memory, 8 GB of RAM, one USB and one serial (RS232) port			\$8,651.00
I/O Controls Diagnostic Software, PC Real Time Logic Monitoring	G4 PC Real Time	G4-DINEX-RTLM-V1	\$4,235.00
I/O Controls, Diagnostic Software, G4 Utility	G4 Utility	G4-DINEX-UTILIY-V1	\$142.00
I/O Controls, Diagnostic Cable, G4-MBC USB Hub to PC	G4-MBC	CBL-0060	\$49.00
Thermo King Diagnostic Tools and Software	CANDiag		\$1,138.00
Cummins Diagnostic and Troubleshooting Software Per Year	INSITE		\$846.00
DPA 5 USB Interface Cable Kit (Datalink Adapter) for Cummins, Allison, WABCO	DPA 5	DG-DPA5-BT-C1- KIT	\$1,062.00
Allison DOC Premium (download) 1st year	H 40/50 EP	93510	\$1,271.00
Allison Renewal Per Year			\$565.00
Meritor WABCO/ABS Diagnostics	TOOLBOX	MWTOOLBOX11	\$635.00
EMP Nexiq USB-Link	WTY008	7520039009	\$1,410.00
Discharge Hose Blowout Adapter	Amerex	12129	\$110.00
Fire Alarm/Simulator module	Amerex	21447	\$277.00
Safety Net Interface Software	Amerex	16609	\$602.00
Engine Dolly			\$720.00
Set of OEM installation & removal tools to maintain the differential and propeller shaft systems; 1 set of overhaul tools			\$1,020.00
(1) Towing Adapter			\$780.00

DESCRIPTION	MODEL #	PART NUMBER	PRICE
Complete set of industrial quality electrical & electronic system test equipment and diagnostic tools to include digital multi-meters (Fluke 87E), scope meters (Fluke 124), carbon pile testers, inductive pick-up ammeters. Note: PLC logic analysis software & computer interface connectors quoted separately; see I/O Controls			\$4,298.00
Power Adapter Harness	H 40/50 EP	J-50111-A	\$1,818.00
Adapter, AED Breakout Box Harness	H 40/50 EP	J-46711	\$1,632.00
Adapter, AED Breakout Box Harness	H 40/50 EP	J-46712	\$1,632.00
Adapter, AED Load Box	H 40/50 EP	J-46709	\$1,362.00
Box, 100 Pin Breakout	H 40/50 EP	J-39700	\$1,248.00
Driver Handle	H 40/50 EP	J-8092	\$46.00
Eye, Front Pump Lifting	H 40/50 EP	J-49834	\$226.00
Fixture, ESS Remover & Installer	H 40/50 EP	J-46713	\$1,748.00
Fixture, Stator Housing Lifting	H 40/50 EP	J-46701	\$1,524.00
Gauge, Converter Shim	H 40/50 EP	J-38548-A	\$208.00
Harness, 4th Gen TCM Breakout	H 40/50 EP	J-47275	\$1,164.00
Installer & Remover, Bearing Race	H 40/50 EP	J-48365	\$590.00
Installer, Bearing	H 40/50 EP	J-48139	\$350.00
Installer, Bushing	H 40/50 EP	J-48141	\$216.00
Installer, Bushing	H 40/50 EP	J-48142	\$227.00
Installer, C1 Housing Inner Race	H 40/50 EP	J-48341	\$211.00
Installer, C1 Housing Roller BRG	H 40/50 EP	J-48347	\$358.00
Installer, CM/Relay Valve	H 40/50 EP	J-46706	\$336.00
Installer, Damper Assembly Bushing	H 40/50 EP	J-48124	\$178.00
Installer, Front Support Bushing	H 40/50 EP	J-48122	\$319.00
Installer, Front Support sceau	H 40/50 EP	J-46699	\$389.00
Installer, Inner Bearing Race	H 40/50 EP	J-48128	\$204.00
Installer, Input & Output Shaft Bushing	H 40/50 EP	J-48131	\$173.00
Installer, P2 Carrier Bushing	H 40/50 EP	J-48133	\$214.00
Installer, P2 Drive Hub Bushing	H 40/50 EP	J-48132	\$350.00
Installer, Pump Assembly Bushing	H 40/50 EP	J-48123	\$175.00
Installer, Rear Output Shaft	H 40/50 EP	J-46702	\$418.00
Installer, Tapered Bearing	H 40/50 EP	J-48361	\$187.00
Installer, Trim & Block Valve	H 40/50 EP	J-46705	\$353.00

DESCRIPTION	MODEL #	PART NUMBER	PRICE
Kit, ESS Overhaul	H 40/50 EP	J-48772-A	\$3,898.00
Kit, Milliohm Meter Master	H 40/50 EP	J-50730	\$2,892.00
Kit, Power Adapter Harness	H 40/50 EP	J-50165	\$804.00
Load Box to 9-pin Harness	H 40/50 EP	J-52069	\$150.00
Megatest	H 40/50 EP	AMB-45	\$1,424.00
Meter, High Impedance Digital	H 40/50 EP	J-46708	\$2,120.00
Pins, Guide	H 40/50 EP	J-50101	\$211.00
Protector, Stator	H 40/50 EP	J-48149	\$307.00
Remover, 33MM Bushing	H 40/50 EP	J-48130	\$463.00
Remover, Bearing and Race	H 40/50 EP	J-48125	\$523.00
Remover, C2 Retaining Ring	H 40/50 EP	J-48530	\$1,076.00
Remover, Compression Spring	H 40/50 EP	J-48129	\$595.00
Remover, Taper Bearing	H 40/50 EP	J-48612	\$245.00
Set, Medium Glove/Protector	H 40/50 EP	J-50090	\$281.00
Tool, Selective Shim Measurement	H 40/50 EP	J-48344	\$958.00
Wrench, Oil Filter	H 40/50 EP	J-45023-A	\$65.00
Wrench Output Shaft Spanner	H 40/50 EP	J-46703	\$600.00
Stand, 6000 LB Engine W/Plate	H 40/50 EP	1750A	\$9,898.00
Fixture, Stator Housing Lifting	H 40/50 EP	J-46701	\$1,475.00
Pressure gauge to test surge tank			\$78.00

Exhibit B

Project Delivery Schedule

Item	Days after Notice-to-Proceed
1) Submittal of Baseline Schedule and Management Work Plan	30
2) Submittal of Vehicle drawings, control, Reliability Program Plan and test plans	180
3) Submittal of training program (including lesson plans)	180
4) Delivery of prototype Coach ¹	180
5) Submittal of draft operations, maintenance, parts manuals, recommended spare parts	30 Days After Delivery of the Pilot Coach
6) Approval of Prototype Coach (estimated)	210

Item	Days after Approval of Prototype
7a) Production starts	84
7b) Beginning of Coach delivery ²	140
8) Submittal of final operations, maintenance, and parts manual	By the delivery of the Last Bus
9) Delivery of special tools ³	180 Days from the PO from SFMTA
10) Completion of Coach delivery	231

1. Approval to deliver the prototype will not be granted until after receipt and approval of all Vehicle drawings, controls and test plans.
2. Approval to deliver production Vehicles will not be granted until after submittal of a satisfactory training plan (to be approved by the SFMTA); draft operations, maintenance, and parts manuals; all computer software, manuals, document and demonstrate their operation and after successful completion of all appropriate tests.
3. The delivery of the special tools is dependent on the shipping lead times agreed upon with the Suppliers after the SFMTA selects the final tool list.