



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6662

This contract entered into this 7th day of July 2023, by ABC Bus, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

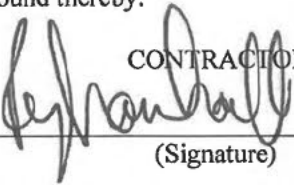
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 10, 2023 through July 9, 2024 with four (4) one-year renewal options.

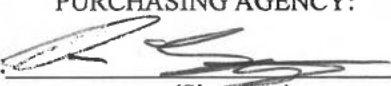
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP ADL-1178 dated March 24, 2023
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One April 3, 2023
- (3) The Contractor's Proposal dated April 20, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 3, 2023
 - (b) PAC Agreement, dated July 7, 2023

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

By: 
CONTRACTOR:
(Signature)
Ryhan Cornell
(Printed Name)

Title: Account Manager

By: 
PURCHASING AGENCY:
(Signature)
Aaron Largent
(Printed Name)

Title: Buyer Senior



RFP # ADL-1178, Motorcoach Buses
Negotiation Summary for ABC Bus, Inc.
7/3/2023

1. Contact information for ABC Buses, Inc:

Ryhan Cornell – Account Manager

Phone – (800)222-2871

Email – Bids@ABC-Companies.com

2. Pricing Schedule

- a. Due to orders having a high degree of customization, order's will be priced individually based on features requested.
- b. The Contractor shall furnish itemized best value quotes upon request. Said quotes shall include pricing for any additional options that have been added. See exhibit A.
- c. Contractor shall furnish quotes for trade-in value on motorcoach buses owned by purchaser.

3. Pricing is set and no additional costs will be billed to University except that which is specified.

4. Contractor shall pass on exact freight, installation, fuel charges to the Purchasing Agency as applicable.

5. All deliveries shall be made to the Purchasing Agency FOB Destination.

6. All subsequent contract renewals shall be initiated and processed solely by James Madison University for the duration of the contract. Additional documents requiring signature by the University will not be accepted.

7. The Purchasing Agency will issue a purchase order for goods and services based upon an approved quote provided by Contractor. The Purchasing Agency will not be required to sign and return proposals/quotes.

8. Any and all repair costs shall be negotiated in good faith and bargaining between Purchasing Agency and Contractor.

Exhibit A.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach: 2024 Van Hool CX45	\$568,570.00	N/A
Motorcoach: 2024 Van Hool CX45E	\$1,067,308.00	N/A
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: Special Option Pricing Contoured Parcel Racks Modified Parcel Racks Enclosed Parcel Racks E-Mirrors Partial leather seats Cupholders Destination Sign (front & side) Satellite dish Factory base paint change	 \$14,231.00 \$7,797.00 \$8,698.00 \$10,595.00 \$9,800.00 \$952.00 \$5,643.00 \$7,049.00 \$5,757.00	 N/A

Description	Unit Price or % Discount	Additional Volume Based Discount
180 kW DC Fast Charger	\$104,538.00	N/A
50 kW DV Fast Charger	\$53,938.00	
Trade-In Estimate	\$80,000.00	N/A

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 7th day of **July, 2023**, is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and **ABC Bus, Inc.**, ("Vendor").

TERM

The initial term of this Agreement is from **July 10, 2023** to **July 9, 2024** with 4 one-year renewal options, and an expected final expiration of **July 9, 2028**. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, **UCPJMU6662**, dated **July 7, 2023** (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than July 9 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Ryhan Cornell
ABC Bus, Inc.
17469 West Colobial Drive
Winter Garden, FL 34787
Email: Bids@ABC-Companies.com
Fax: 407-905-7020

ACCEPTANCE

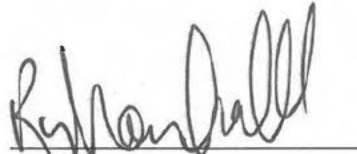
For James Madison University



Aaron Largent
Buyer Senior

7/12/23
Date

For ABC Bus, Inc.



Ryhan Cornell
Account Manager

07/11/2023
Date

Agreement #: UCPJMU6662-PAC



ABC Bus, Inc.
17469 West Colonial Drive
Winter Garden, FL 34787
Phone: 800-222-2871 or 407-656-7977
Fax: 407-905-7020
Email: Bids@ABC-Companies.com

Proposal for
RFP# ADL-1178
Motorcoach Buses
Proposal Due Date: April 11, 2023

James Madison University



JAMES MADISON
UNIVERSITY®

Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807



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1. Cover Letter

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

April 21, 2023

RFP# ADL-1178
Motorcoach Buses

ABC Bus, Inc. ("ABC") greatly appreciates the opportunity to participate in your above-mentioned solicitation to purchase Motorcoach Buses on an as needed basis.

In an industry dominated by manufacturer-controlled and owned competitors, ABC remains a privately held family-owned and operated business. ABC Companies has stayed within the Cornell family, beginning with founder Clancy Cornell in 1972, and is currently under the senior leadership of 2nd and 3rd generation Cornell family members.

Since its inception over five decades ago, ABC Companies has grown exponentially to become a leader in motorcoach and transit equipment sales and service, in addition to being the exclusive U.S. and Canadian distributor of Van Hool motorcoaches.

ABC Companies provides its customers with a full suite of sales and support solutions including: the ABC CustomerCare live tech support call center, live and interactive parts sales and sourcing, complete vehicle servicing, repair and refurbishment services along with private and municipal equipment leasing and finance through ABC Financial Services.

Providing a single source for motorcoach needs, based on a history of customer service, continues to drive long standing relationships and a leadership position in the North American market.

Our proposal is for 2024 Van Hool, CX45 and CX45E (both 56 pax) motorcoach buses.

Please note that the sale of the coach(es) is/are subject to the signing of ABC's Standard Purchase Agreement and delivery documentation.

Enclosed please find a copy of our Purchase Agreement and delivery documents.



We understand the requirements of this solicitation and are confident that you will find the proposed vehicle(s) to be the perfect fit for your requirements.

Sincerely,
ABC BUS, INC.

A handwritten signature in black ink, appearing to read "Ryhan Cornell". The signature is written in a cursive, flowing style with some loops and flourishes.

Ryhan Cornell
Account Manager



2. RFP# ADL-1178, Motorcoach Buses

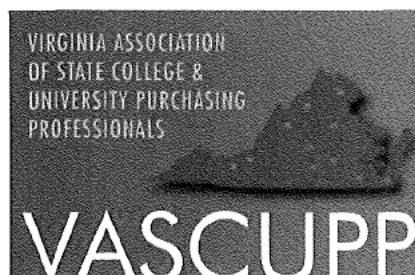


Request for Proposal

RFP# ADL-1178

Motorcoach Buses

March 24, 2023



REQUEST FOR PROPOSAL

RFP# ADL-1178

Issue Date: March 24, 2023
Title: Motorcoach Buses
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 11, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

ABC Bus, Inc.

17469 West Colonial Drive

Winter Garden, FL 34787

Date: 04/08/2023

Web Address: www.ABC-Companies.com

Email: Bids@ABC-Companies.com

By:


(Signature in Ink)

Name: Ryan Cornell

(Please Print)

Title: Account Manager

Phone: 800-222-2871

Fax #: 407-905-7020

ACKNOWLEDGE RECEIPT OF ADDENDUM: # PC #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # ADL-1178

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide new Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for 4 (1) additional one-year periods.

II. BACKGROUND

The University often needs to purchase Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic related events.

This procurement is part of ongoing efforts to increase quality of life for students, faculty, and staff at James Madison University.

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.

*Please include pictures of similar buses supplied to other University customers.

2. Describe available warranties and associated costs.
3. Describe approximate delivery time (from date of order to delivery).

4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.
8. Provide a trade-in estimate on the following University owned motorcoach. Photos available in additional attachment.

i. 2012 56 Passenger Motorcoach – 188,000 miles
VIN: 2MG3J MBA7CW066246

SPECIAL REQUIREMENTS:

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Prevost H3-45 passenger coach. (<https://prevostcar.com/h3-45-passenger-coach>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall supply the following:
 - Dealer Invoice
 - Certificate of Origin
 - Mileage/Odometer Statement
 - Warranty Card/Booklet
 - Copy of Manufacturer Build Sheet
 - Copy of Operator's Manual
 - Six (6) keys capable of unlocking and starting the vehicle
11. Vendor shall provide fuel efficiency rating.
12. Vendor shall list the passenger space and comfort options.

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or

additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify

the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. **GENERAL TERMS AND CONDITIONS**

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts

for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000
3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists,	\$2,550,000 per occurrence; \$4,250,000 aggregate

*Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia*

(<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its

authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time

of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It

is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature

that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936.
- X. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- Y. ADDITIONAL INFORMATION: James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately. The offeror shall also provide a trade-in estimate for bus listed in section IV statement of needs. Please also indicate any additional volume-based discounts that may be offered.

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach: 2024 Van Hool CX45	\$568,570.00	N/A
Motorcoach: 2024 Van Hool CX45E	\$1,067,308.00	N/A
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: Special Option Pricing Contoured Parcel Racks Modified Parcel Racks Enclosed Parcel Racks E-Mirrors Partial leather seats Cupholders Destination Sign (front & side) Satellite dish Factory base paint change	\$14,231.00 \$7,797.00 \$8,698.00 \$10,595.00 \$9,800.00 \$952.00 \$5,643.00 \$7,049.00 \$5,757.00	N/A

Description	Unit Price or % Discount	Additional Volume Based Discount
180 kW DC Fast Charger 50 kW DV Fast Charger	\$104,538.00 \$53,938.00	N/A
Trade-In Estimate	\$80,000.00	N/A

Specify any associated charge card processing fees, if applicable, to be billed to the university.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 43 Months 5

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Commonwealth of Virginia Department of Corrections	Since 2016	6900 Atmore Drive Richmond, VA 23225	Susanne Elekes 804-887-8090
DC Trails	Since 2004	8025 Mims Street Lorton, VA 22099	William Torres 703-360-2800
Mears	Since 2002	324 W. Gore Street Orlando, FL 32806	Charles (Chip) Springer 352-552-8913
Academy	Since 2010	111 Paterson Ave. Hoboken, NJ 07030	Francis Tedesco 201-420-7000
UMBC	Since 2017	1000 Hilltop Circle Baltimore, MD 21050	Donna Von Paris 410-455-3915

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Please refer to our proposal section 5.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN:

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: ABC Bus, Inc.

Preparer Name: Ryhan Cornell

Date: 04/10/2023

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: ADL-1178

Date Form Completed: 04/10/2023

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:
ABC Bus, Inc.

17469 W. Colonial Dr.
Winter Garden, FL 34787

Ryhan Cornell
800-222-2871

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A	N/A	N/A	N/A	N/A	N/A

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
- (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Zone Map



List of member institutions by zones

University of Virginia - Wise (Wise)

ADDENDUM



April 3, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# ADL-1178**
Dated: **March 24, 2023**
Commodity: **Motorcoach Buses**
RFP Closing On: **April 25, 2023 @ 2:00 P.M**

Please note the clarifications and/or changes made on this proposal program:

1. RFP# ADL-1178, Motorcoach Buses, closing April 11, 2023 @2:00 P.M. shall be extended to a new closing date/time of April 25, 2023 @ 2:00 P.M.
2. Vendor Question: Can I get additional information about the condition of your trade in vehicle mechanically and cosmetically? Are any pictures available?
 - a. *Photos and maintenance log of trade in bus have been attached to the RFP# ADL-1178, Motorcoach Buses, on April 3, 2023 with addendum # one.*
3. Vendor Question: Under Special Requirements, item 5 says it shall have lavatory accessibility. Does that mean wheelchair accessible?
 - a. *The lavatory does not need to be wheelchair accessible*
4. Vendor Question: Item 8 says it shall have a camera system. Can you be more specific about how many cameras, DVR, brand, etc.?
 - a. *We'd like to see an 8-camera system minimum. Inside facing driver, inside view on passengers, facing outside on windshield, all 4 corners to cover the entire parameter of the bus. Brand is unimportant.*
5. Vendor Question: Considering that this is a multiyear bid, how will any future trade in vehicles be addressed? Will vehicles be traded in by other VASCUPP members? If so, can they be handled on a case-by-case basis?
 - a. *Future trade-ins will be handled on a case-to-case basis. Other VASCUPP organizations may potentially be trading in buses as well when utilizing the contract.*
6. Vendor Question: Statement of Needs Line 6 – Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University. *Would this be a 1-day demonstration/test drive?*

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

- a. ***This would depend on the company and what they are able and willing to provide. A 1-day demonstration/test drive would be an example of what you could provide. JMU can be flexible on options.***
7. I know this is an annual contract with renewals, is there any estimates on a possible quantity (regardless of size)? Can you tell us how many vehicles were purchased on the previous contract?
- a. ***This will be a newly established cooperative contract. We estimate three or four buses will be purchased over the term of the contract by JMU. There is also the possibility of other VASCUPP organizations using this contract. There are no guarantees on quantity.***

Signify receipt of this addendum by initialing "Addendum #1 _____" on the signature page of your proposal.

Sincerely,



Aaron Largent
Buyer Senior
Phone: (540-568-4160)

Maintenance Log- by descending order

Work Order	Description
23-428978	300742- E&G- BUS HAS A CHECK ENGINE LIGHT ON GOES OUT TOMORROW PER DOUG 3/27/23 BUS HAS A DRIVERS SIDE MIRROR THAT IS LOOSE AND DRIVERS SIDE BLIND THAT DOESN'T WORK ALSO HAS A SQUEAL NOISE SOMETIMES TURNING PER GEORGE
23-424897	300742 - E&G - RODENT PROOF THE COOLANT HOSES THAT HAVE BEEN CHEWED ON.
23-424758	300742-E&G- 1/4 BYPASS HOSE NEEDS TO BE REPLACED (BLUE) TEN
22-420524	300742 - E&G - CUSTOMER STATES BUS HAS A HEADLAMP OUT. RF 1/4/23- NO START
22-420099	300742 - E&G - REQUEST TO DO REPAIRS ON LEFT AND RIGHT SIDE OF BUS AND REPLACE 2 SIDE LIGHTS. I WILL DO WORK IN HOUSE
22-415204	300742 - E&G - 10.000 MILE SERVICE TEN
22-414761	300742 - E&G - SERVICE CALL NO START, SPORTS PARK
22-410473	300742 - E&G - JUMP START BUST AT SOUTH MAIN
22-404881	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING
22-403385	300742 - E&G - REQUEST TO HAVE TOP GUN TO REPAIR BACK OF BUS REPLACE BACK BUMPER AND PAINT RIGHT REAR SIDE
22-403340	300742 - E&G - NO START AT SOUTH MAIN
22-402668	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/22
22-399280	FUELING VEHICLES IN ZONE 3
22-398717	300742 - E&G - REQUEST TO TAKE TO TOP GUN FOR BODY REPAIRS
22-398490	300742 - E&G - BUS WILL NOT START AT SOUTH MAIN. CHARGER PLUG IS MELTED
21-382725	300742 - E&G - 10.000 MILE SERVICE - TEN/ NO START AT MOTOR POOL
21-381956	300742 - E&G - REQUEST TO HAVE REPAIRS DONE TO BUS DUE TO AN ACCIDENT
21-378798	300742 - E&G - REPLACE LEFT TAG AXLE HUB CAPS AND COVERS DAMAGED AND MISSING
21-371172	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING

21-367629	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/21
21-365965	FUELING VEHICLES IN ZONE 3
21-357042	300742 - E&G - HAS A WARNING LIGHT ON IN THE DASH. 3/2/21 INSTALL TOUCH PADS 4/28/21 TOILET IS CLOGGED UP
20-348592	300742 - E&G - NEED TO INSTALL DRIVERS COVID 19 PARTITION 9/16/20 NEED TO REPLACE THE AIR LINES UP FRONT
20-347211	300742 - E&G - REQUEST TO TAKE TO TOP GUN AUTO BODY FOR PAINT REPAIRS
20-346635	300742 - E&G - BUS WRITE UP TO REPAIR WINDSHIELD 9/15/20 ORDER FRONT BRAKE HOSES
20-342789	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING; AC ISSUE; HATCH/FAN INSTALLATION 7/22/20
20-342548	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FOR CEILING EXHAUST FAN AND DRIVER BARRIER FOR THIS MOTORCOACH IN RELATION TO COVID-19.
20-341810	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL. THEN NOTICED FUEL LEAK
20-339743	FUELING VEHICLES IN ZONE 3
20-339310	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/20
20-336489	300742 - E&G - SERVICE CALL: NO START
20-332667	300742 - E&G - NEEDS A 10,000 MILE SERVICE
20-329882	300742 - E&G - BUS WRITE UP PASSENGER SIDE LUGGAGE BAY DOOR CABLE IS BROKEN
19-326729	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM CUMMINS FOR REPAIRS ON MOTOR COACH.
19-326269	300742 - E&G - BROKEN DOWN IN CONNECTICUT YESTERDAY -BM; THEN SERVICE CALL: NO START 12/11/19; SERVICE CALL AGAIN: NO START AGAIN 12/12/19
19-325165	300742 - E&G - BUS WRITE UP. BLIND IS COMING LOOSE DRIVER SIDE; THEN SERVICE CALL FOR OIL LEAK 11/7/19
19-323082	300742 - E&G - NEED TO REGEN THE BUS FOR FOOTBALL TRIP

19-321694	300742 REGEN BUS -9/26/19; THEN MIRROR LOOSE 9/27/19
19-318915	300742 - E&G - MARKER LIGHT BROKEN
19-318594	300742 - E&G - REGEN - PER DOUG
19-318089	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR SERVICE WORK THAT WILL BE COMPLETED BY CUMMINS ATLANTA IN WINCHESTER, VA.
19-314363	300742 - E&G - WRITE-UPS: NOT MUCH AIR COMING OUT ON LEFT SIDE, DEFROST AND VENTS.; THEN SERVICE CALL: NO START 8/6/19
19-313720	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY TO HAVE WINDSHIELD REPAIRED DUE TO ROCK CHIP
19-312342	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING. SUMMER CHECK-OVER FOR DOUG 6/27/19
19-311710	300742 - E&G - NEW DECAL FOR BUS
19-310484	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
19-308458	FUELING VEHICLES IN ZONE 3
19-305587	300742 - E&G - NEED TO REPLACE THE TAG AXLE TIRES
19-299605	300742 - E&G - SERVICE CALL: NO START AT SOUTH MAIN -BLW. THEN WRITE-UP FOR WIPER ISSUES 2/25/19; THEN HEAD LIGHT OUT 3/13/19
19-299164	300742 - E&G - CHECK DIRECT TV AND TV. ARE MESSED UP PER GEORGE
18-293553	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL; LIGHT ISSUE 12/14/18; SERVICE CALL- NO START AGAIN 12/17/18
18-292987	300742 - E&G - 10,000 MILE SERVICE DUE
18-288290	300742 - E&G - CHECK OVER FOR GEORGE
18-287132	300742 - E&G - SERVICE CALL: DIRECT TV/WIFI ISSUES
18-285846	300742 - E&G - CEL ON
18-282956	300742 - E&G - CHECK OVER FOR DOUG.
18-280558	300742 - E&G - NEEDS DOOR GLASS FROM MCI
18-279563	300742 - E&G - BUS HAS A NOISE IN IT PER GEORGE. NEED TO REPLACE THE ALTERNATORS AND 4 PULLEYS. EXHAUST LEAK 7/30/18
18-277769	300742 - E&G - SERVICE CALL: RIGHT TAG AXLE TIRE FLAT -BM. 7/18/18 FIRE SUPPRESSION SYSTEM HAS A FAULT
18-277567	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION. SERVICE CALL: NO START 7/17/18
18-274366	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
18-272831	FUELING VEHICLES IN ZONE 3
18-272477	300742 REQUEST TO TAKE TO PREMIER AUTO BODY FOR DAMAGE REPAIR ON RIGHT MIDDLE DOORS

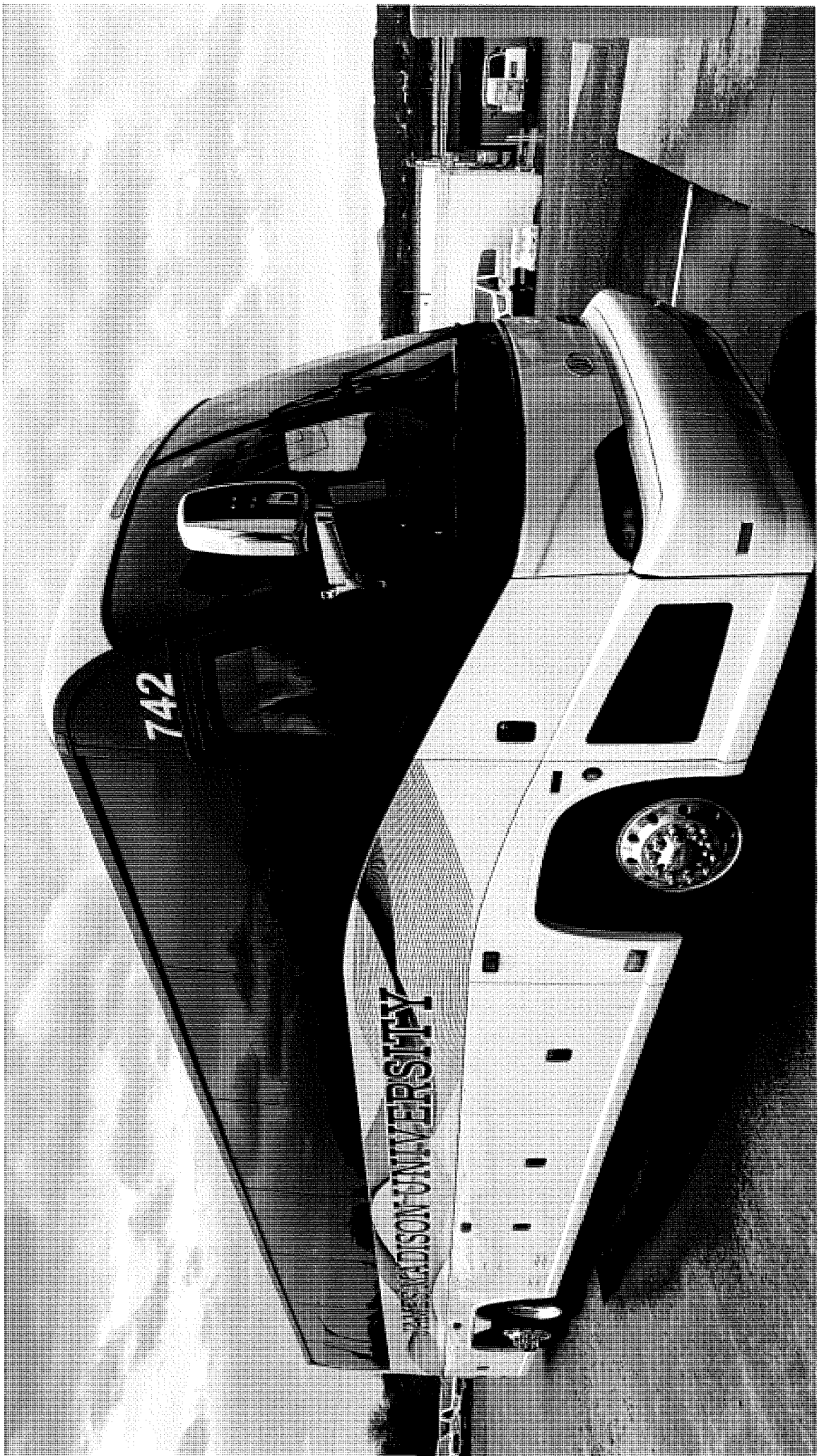
18-270873	300742 - E&G - 10,000 MILE SERVICE DUE.
18-270129	#300742 - E&G - BUS HAS A FEW LIGHTS OUT PER WRITE-UPS.
18-268172	300742 - E&G - NEED TO REPLACE THE FUEL FILTERS AND AD ADDITIVE
18-264302	300742 - E&G - 10,000 MILE SERVICE DUE
18-263317	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT.
18-259380	300742 - E&G - NEED TO ORDER AIR BAGS FOR TAG AXLE
17-258787	300742 - E&G - STILL HAS TRANS. ISSUES OR ISSUES OF SOME SORT (AFTER MCI HAS LOOKED AT IT)
17-257071	300742 - E&G - SERVICE CALL: NO START
17-255424	300742 - E&G - DOOR ISSUES
17-252262	300742 - E&G - LEAKING AROUND TOP DUMP VALVE ON THE TOILET
17-249354	300742 - E&G - SERVICE CALL: NO START
17-248273	300742 - E&G - WRITE-UPS: ANTENNAE BENT & ROOF LEAKING (9/11/17)
17-246422	300742 - E&G - LIGHTS AND BATTERIES
17-243614	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY FOR WINDSHIELD TO BE REPLACED
17-242604	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
17-241226	300742 - E&G - BATTERIES KEEP GOING DEAD REPLACE BATTERIES PER DOUG JUDY
17-240152	FUELING VEHICLES IN ZONE 3
17-238247	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE UNTIL 6/1/17
17-234498	300742 - E&G - BUS RUNS BAD. CUTS OFF
17-230551	300742 - E&G - SERVICE CALL: WATER LEAK - BM
17-227522	300742 - E&G - NEEDS 2 TIRES - BM
16-224036	300742 - E&G - CALL-IN FOR SERVICE CALL: NO START-BLW
16-223054	300742 - E&G - 10,000 MILE SERVICE TEN
16-220481	300742 - E&G - SERVICE CALL. FUEL LEAK .- TEN
16-219486	ZONE 3 MASTER - E&G - "GPS INSTALLATION" ON FOLLOWING ASSETS

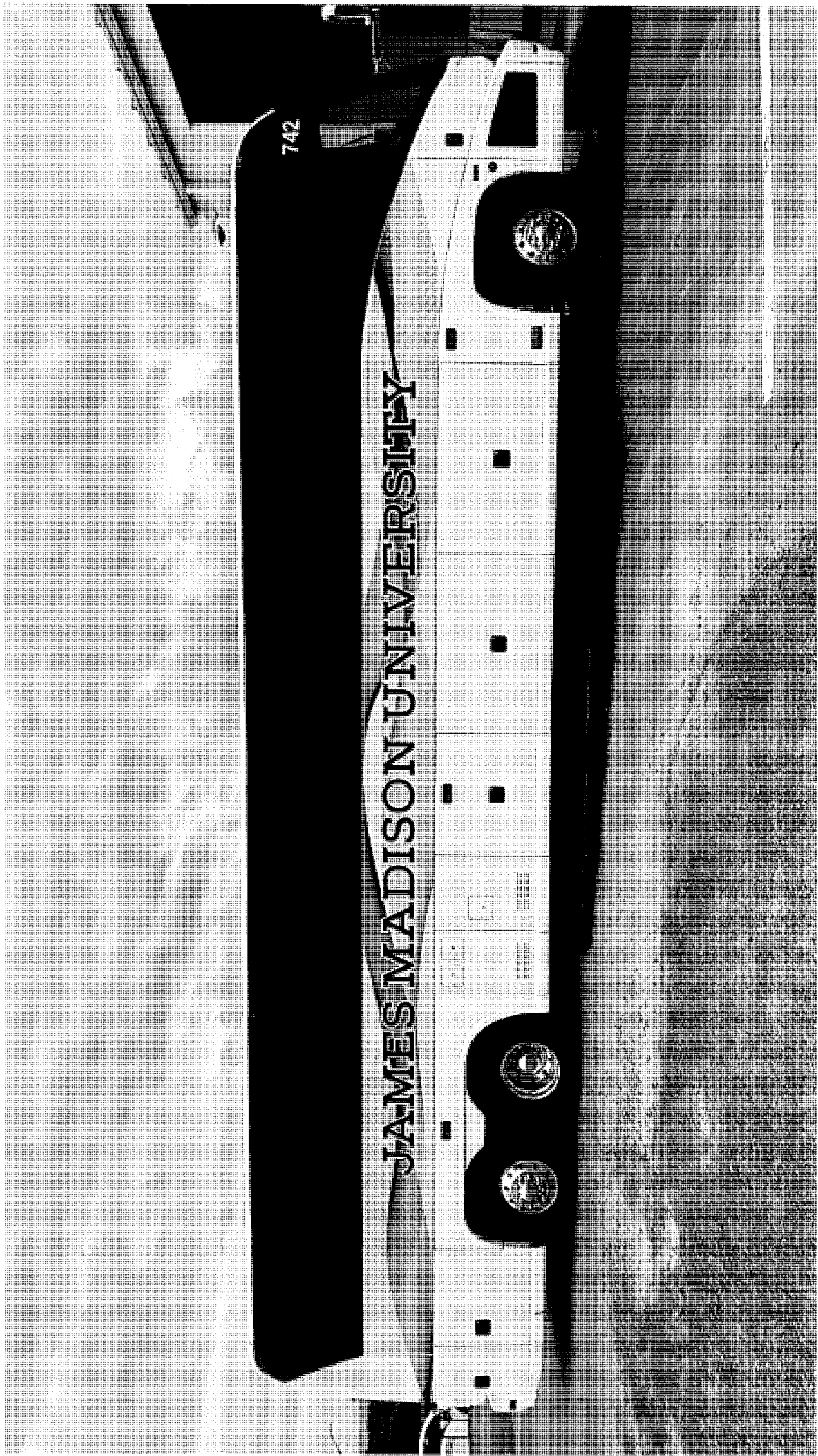
16-218828	300742 - E&G - REQUEST TO FIX SIDE DAMAGE AND TAKE TO PREMIER FOR PAINT WORK
16-215237	300742 - E&G - REPAIR WRITE UPS - BM
16-213007	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM PREMIER FOR AUTO BODY WORK.
16-207229	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
16-207134	FUELING VEHICLES IN ZONE 3
16-204753	300742 - E&G - BUS NEEDS SERVICE
16-193861	300742 - E&G - DIRECT TV NOT WORKING
16-189864	300742 - E&G - 10.000 MILE SERVICE - BM
16-188754	300742 - E&G - LIGHTS OUT.
15-188376	300742 - E&G - SERVICE CALL
15-186039	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT FOR LABOR ON REPAIRS.
15-183418	300742 - E&G - REPLACE RIGHT AND LEFT WINDSHIELDS/PER DOUG JUDY - TEN
15-175897	300742 - E&G - RECALL #?, BULLETIN #424 & CUMMINS #C1638 - TO VA TRUCK CENTER CMC
15-174865	300742 - E&G - SERVICE CALL FOR NO START TEN
15-173006	300742 - E&G - 10.000 MILE SERVICE - BM
15-172241	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
15-170217	300742 - E&G - CHECK LIGHTS - BM
15-168140	FUELING VEHICLES IN ZONE 3
15-165719	300742 - E&G - THIS REQUEST IS TO PAY FOR OUTSOURCE BODYWORK THAT WILL BE COMPLETED BY PREMIER.
15-160746	300742 - E&G - BM - 10.000 MILE SERVICE
15-158423	300742 - E&G - NO HEAT - BM
14-151061	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-151022, WRONG PROPERTY - MAM 10/28/14
14-151022	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-149577, WRONG PROPERTY - MAM 10/27/14

14-151019	300742 - E&G - BATTERY LIGHT ON - BM * THIS IS A NEW WORK ORDER FOR 14-150261, WRONG PROPERTY - MAM 10/27/14
14-149016	300742 BM - E&G - HAVE TIRES INSTALLED
14-142845	300742 - CHECK OUT DOOR GLASS - BM
14-138818	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
14-134116	FUELING VEHICLES IN ZONE 3
14-131195	300742 - E&G - BM - 10.000 MILE SERVICE
14-123575	300742 - E&G - REPLACE FOG LIGHTS TEN
14-123513	300742 - E&G - REPLACE FOG LIGHT - TEN
13-120717	300742 - E&G - REPAIR WRITE UPS / 10,000 MILE SERVICE - TEN
13-117911	300742 BM BATTERY LIGHT ON
13-116362	300742 - E&G - CHECK HEATER CORE - BM
13-113121	300742 - E&G - LEFT FRONT DRIVER GLASS KNOCK OUT - BM
13-111672	300742 - E&G - CHANGE FUEL FILTERS TEN
13-109195	300742 - E&G - SERVICE CALL TO PREMIER AUTO BODY. NO START TEN
13-107522	300742 - E&G - THIS REQUEST IS FOR OUTSOURCE BODY WORK THAT WILL BE COMPLETED BY PREMIER.
13-106071	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
13-106026	FUELING VEHICLES ZONE 3
13-100332	300742 - E&G - 10.000 MILE SERVICE
13-098956	300742 - E&G - REPAIR WRITE UPS - BM
13-094493	300742 - E&G - 10.000 MILE OIL CHANGE - BM
13-094433	300742 BM - E&G - INSTALL NEW INVERTER
13-094412	FUELING VEHICLES IN ZONE 3
13-090176	300742 - E&G - SERVICE CALL NO START TEN
13-089906	300742 - E&G - VEHICLE PREVENTIVE MAINTENANCE
12-089680	300742 - E&G - SERVICE CALL FOR NO START QG

12-085566	300742 - E&G - THIS REQUEST IS FOR AN OUTSOURCE WINDSHIELD REPAIR. WORK WAS COMPLETED BY WINDSHIELD CITY.
12-083107	300742 - E&G - THIS REQUEST IS FOR A SET OF HEAVY DUTY JUMPER CABLES. PURCHASED THROUGH FISHER. ATTN: LYNN USHRY
12-082829	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR GRAPHICS AND INSTALLATION SERVICES. THIS WORK WAS COMPLETED BY VERNON.
12-081756	300742 - E&G - NO START AT SOUTH MAIN - BM
12-080721	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION









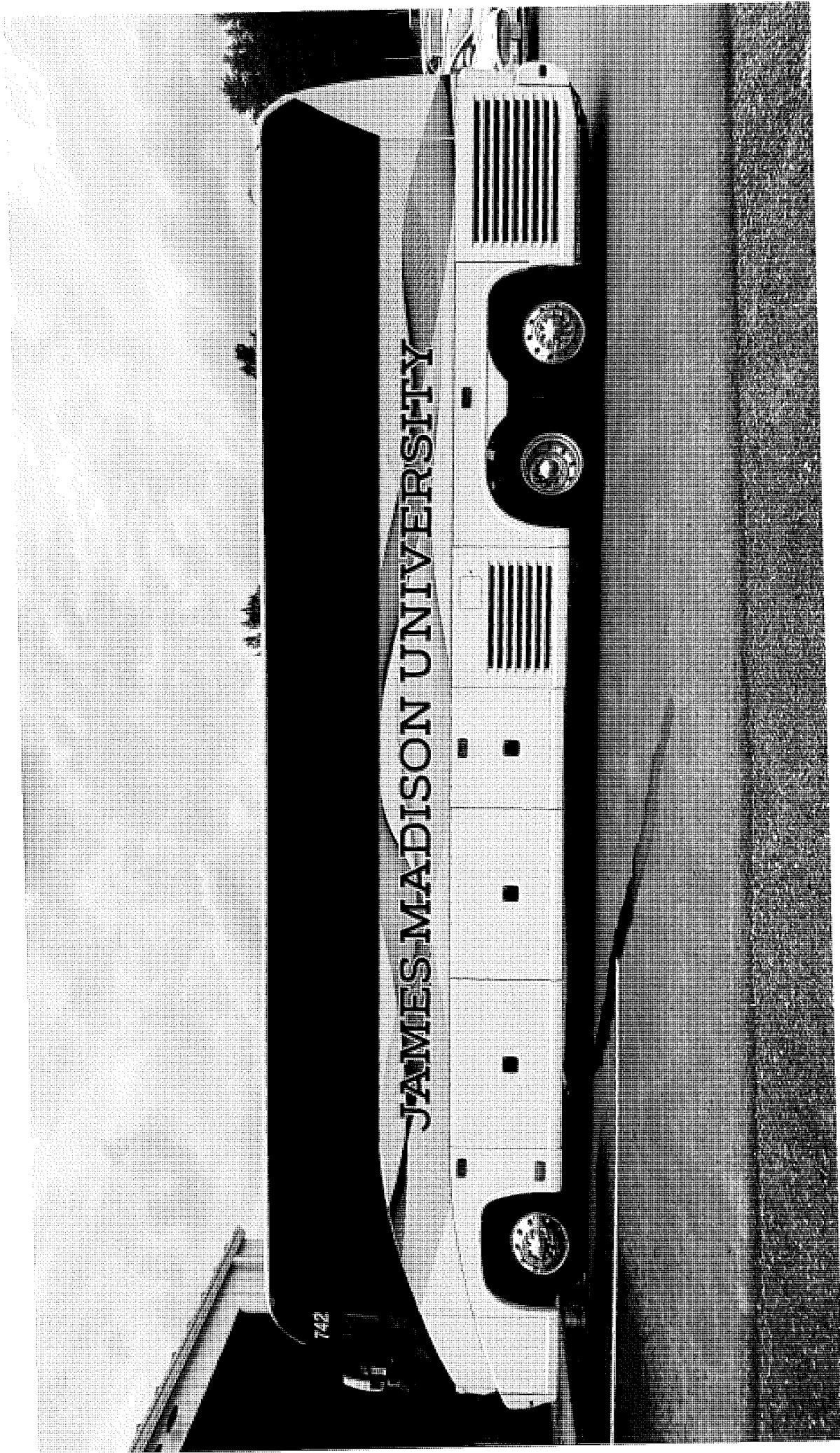
A black and white photograph showing the rear of a white shuttle bus. The bus features a large, stylized "JMU" logo in the center. Below the logo, the words "JAMES MADISON UNIVERSITY" are printed in a sans-serif font. The rear of the bus has a large rectangular grille with horizontal slats. Below the grille, the text "MOTOR COACH INDUSTRIES" is visible. A Virginia license plate with the number "59-6395" is mounted in the center. The bus has multiple circular lights on both sides of the rear. A small antenna is visible on the roof. The background shows a cloudy sky and a building to the right.

JMU

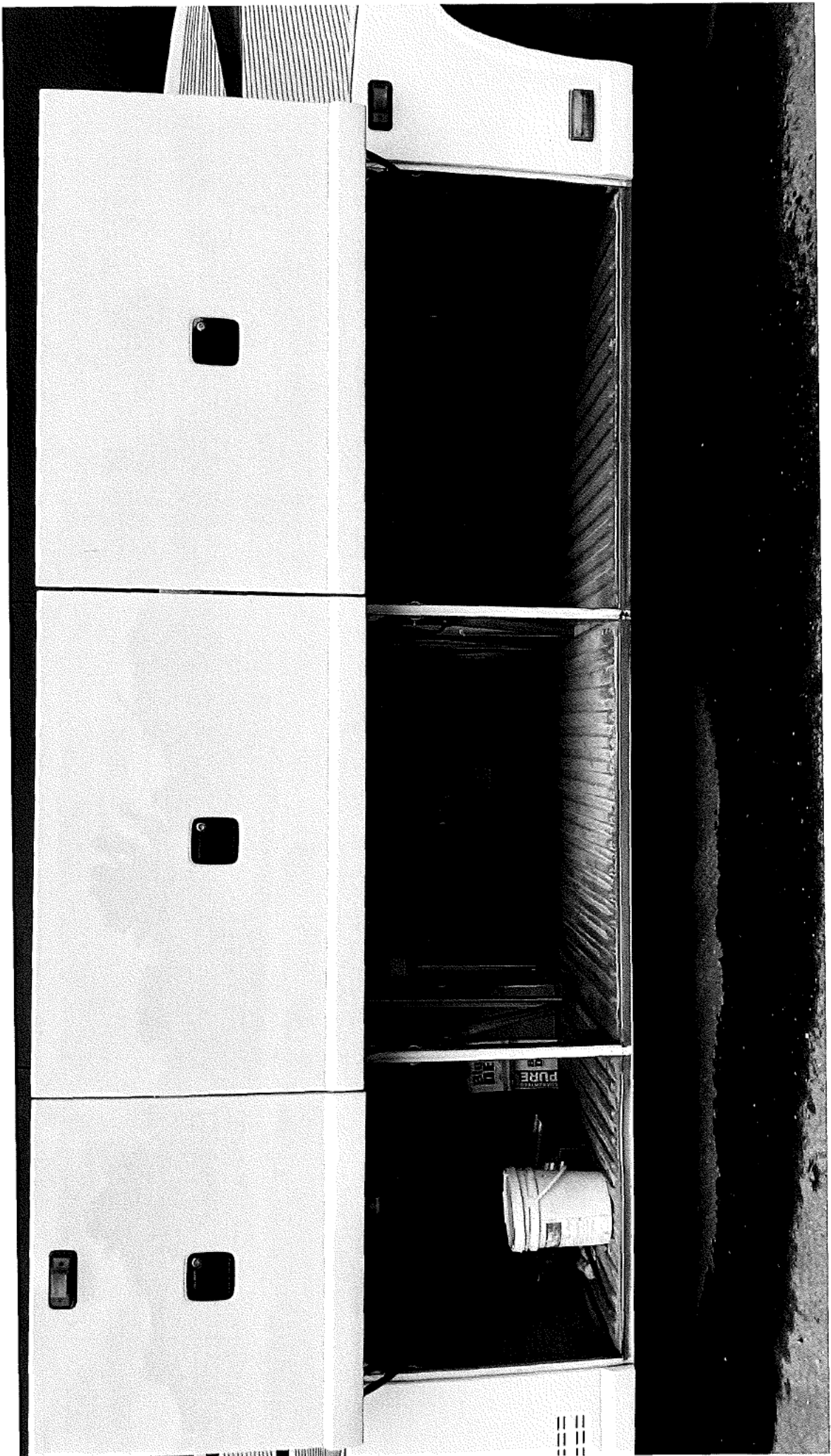
JAMES MADISON UNIVERSITY

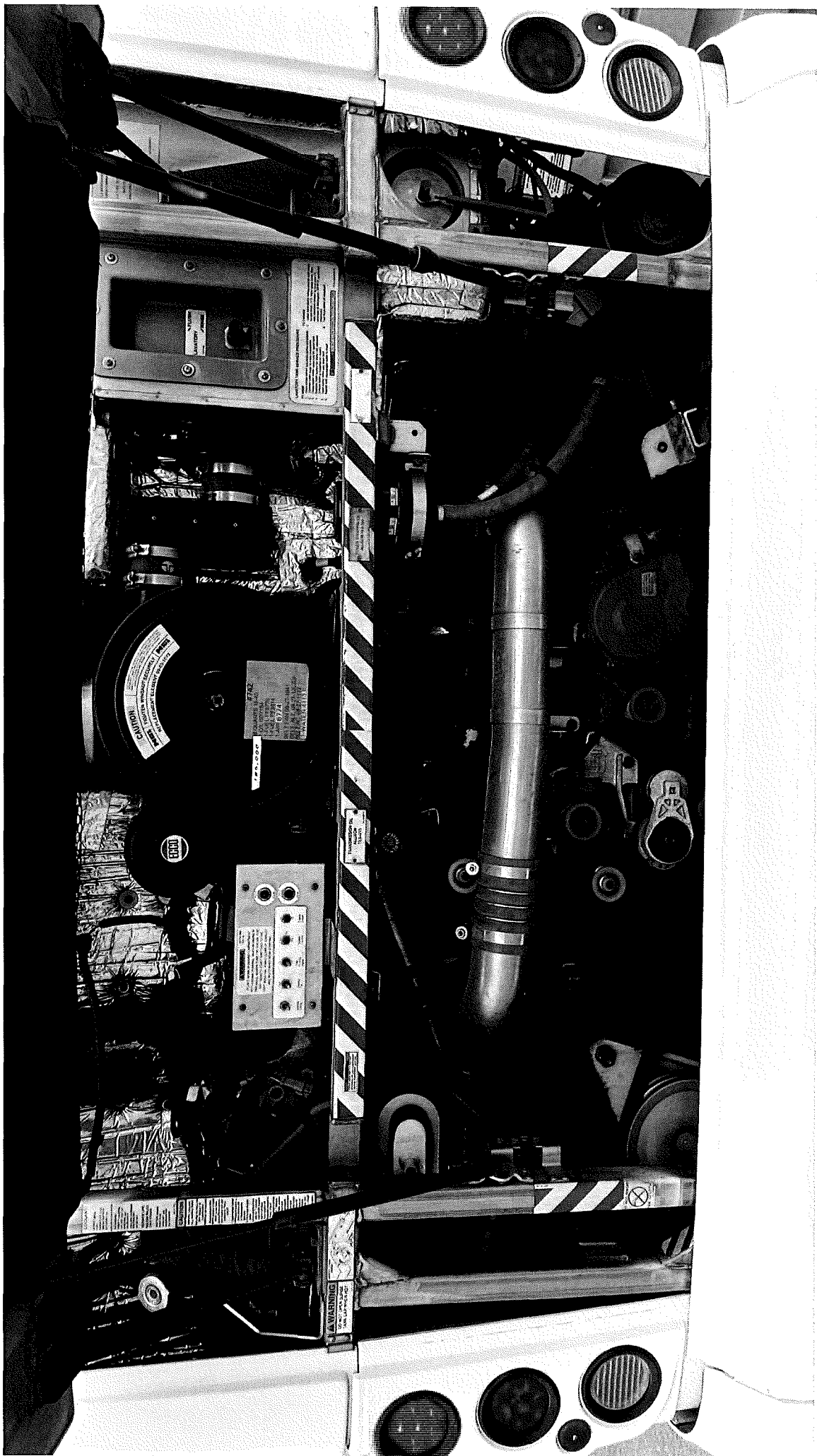
VIRGINIA
59-6395











DETROIT DIESEL
CORP.
POWER COOL PLUS
PREDILUTED 50/50
EXTENDED LIFE

PM INTERVAL:
EVERY 12 MONTHS,
USE DDC TEST KIT
#23523398, MCI
#23-05-0013 &
COOLANT EXTENDER
#23519400 MCI
#23-05-0012

SERVICE LIFE:
600,000 MILES
OR 4 YEARS

ONLY USE POWER
COOL PLUS
COOLANT AND
EXTENDER FOR
ALL ENGINES

06-14-1411

CAUTION

SPECIAL COOLANT FILL INSTRUCTIONS

FAILURE TO FOLLOW
MAY RESULT IN
COMPONENT
DAMAGE OR FAILURE

If coolant level falls
below bottom of sight
glass at any time
during fill procedure,
stop engine and add
coolant to "FULL
COLD"

1. Open center tunnel
valves, if closed
(See Section 6B
of Maintenance
Manual)
2. Fill to top of sight
glass
3. Run engine at low
idle for 3 minutes
with HVAC system
set to full heat
4. Turn engine off
and add coolant to
"FULL COLD"
5. Run engine at high
idle for 3 minutes
with HVAC system
set to full heat
6. Increase engine
speed to maximum
governed until
thermostat opens
7. Turn engine off,
allow coolant to
cool to ambient
temperature, and
fill to "FULL COLD"

06-14-1443 REV B

TER TUNNEL
VALVES



API CODE CJ-4
15W-40 (SUMMER)
OR 5W40 (WINTER)
ENGINE OIL FILL
09-11-1503

This is a black and white photograph of an engine oil fill cap. The cap is a large, oval-shaped metal cover with a textured surface. It is secured by several bolts around its perimeter. A small, rectangular label is affixed to the right side of the cap. The label contains text specifying the required oil grade: 'API CODE CJ-4', '15W-40 (SUMMER)', 'OR 5W40 (WINTER)', and 'ENGINE OIL FILL'. At the bottom of the label, the number '09-11-1503' is printed. The background shows various engine components, including a large, curved metal pipe on the right and other mechanical parts on the left.

#742

185,000

38 QUARTS 15-40

1-OIL BD7154

1-FUEL FF5776

1-FUEL PF9814

1-AIR 6774

BELT FAN 08-27-1041

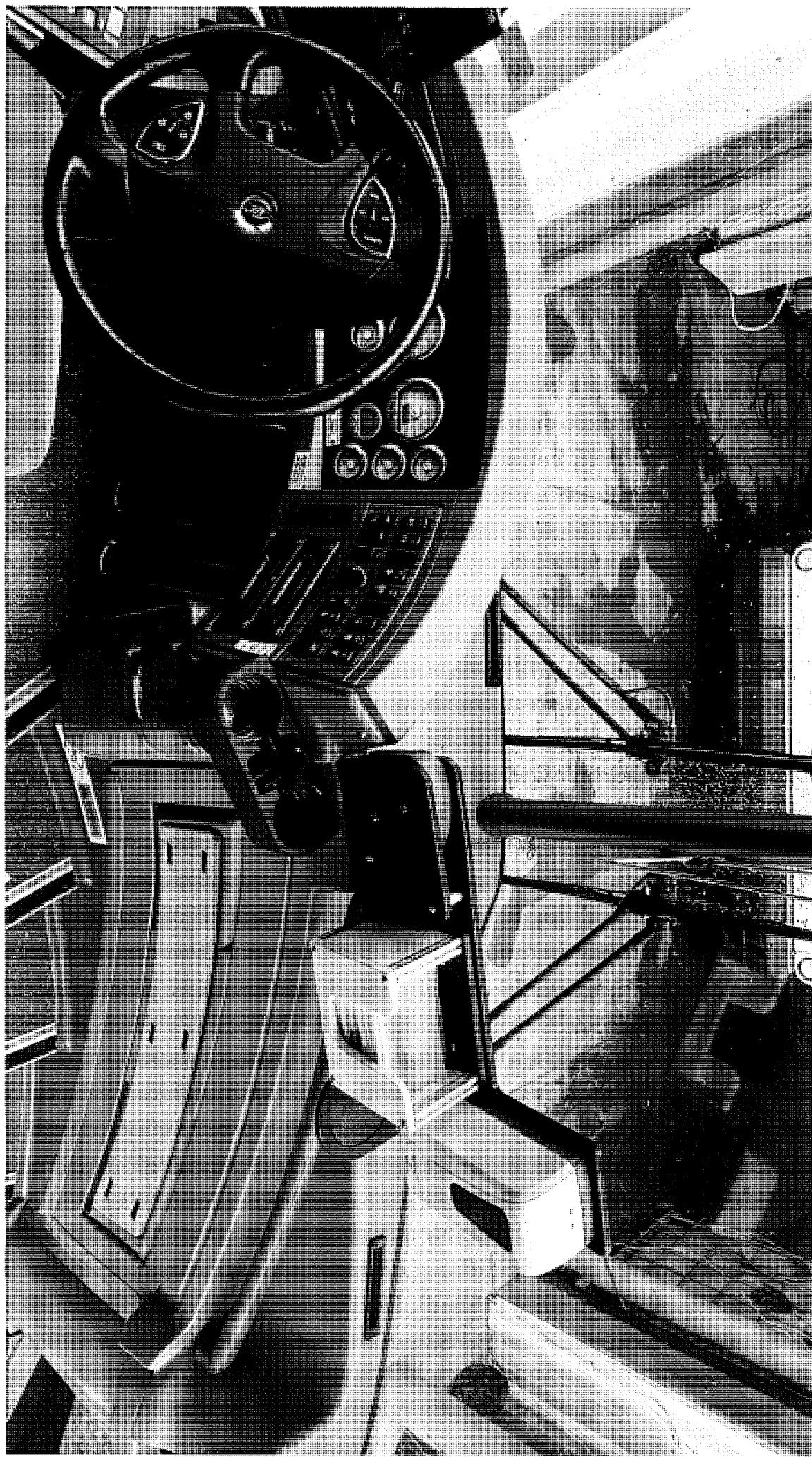
BELT ALT. 08-27-1207DF

BELT AC. 08-27-1172

1-WATER 4113









JPE
000

RPM X 100

MPH
km/h

18354.16

MODE SET

DEF

ULTRA LOW SULFUR DIESEL
(ULSD) FUEL
REQUIRED
15PPM MAXIMUM SULFUR
03-01-1555 REV A

DO NOT OPERATE



11' 10"
(3.6m)
13' 10"
(4.2m)

OPERATE
DO NOT OPERATE
BELOW 1000 RPM













3. ABC Bus Company Information

ABC Companies is a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs, including new and pre-owned full size highway coach equipment along with transit specialty vehicles including battery electric vehicles. This suite of products and services is designed to give customers a competitive advantage through the use of technology and innovation.

A nationwide after sale service network supports customers with warranty, mechanical service and repair, major collision repair, and refurbishment services.

ABC Parts Source offers an expansive selection of high quality OEM and quality aftermarket parts needs for transit, motorcoach, and heavy duty equipment.



Roman Cornell, Ryhan Cornell, Dane Cornell & Ashley Cornell



Experience

Founded in 1972, ABC is privately held while being family owned and operated.

Today, we are a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs, including new and pre-owned full size highway coach equipment and specialty vehicles.

SALES

With a proven history of strategic partnerships including exclusive North American distributorship of Van Hool (since 1987) and Turtle Top authorized dealer and Lightning Systems electric repower partner.

ABC also offers the largest selection of pre-owned bus and motorcoach inventory in the country and has considerable supply chain expertise.

SERVICE

Whether you run a single or mixed-model fleet, ABC's team of factory-trained and certified technicians expertly and efficiently provide vehicle care and full maintenance services for today's most popular coach equipment. Our knowledgeable service experts integrate best practices to optimize efficiencies, ensure superior service performance and promote cleaner and greener operations.

PARTS

ABC Parts Source™ gives you access to the largest independent supply of motorcoach and transit bus replacement parts in North America. As your resource for replacement motorcoach and transit bus parts, we offer OEM and Quality Aftermarket Components, Live Customer Support, Online Parts Store, Competitive Pricing & Fast Shipping (24-hr shipping on in-stock items, 48-hrs for glass) & free ground shipping on orders over \$100 (in continental USA).

SUPPORT

ABC is a market leader in after sales support with 24/7 call center technical support and field technicians throughout North America providing more personalized access to resolve any technical concerns that might arise.

FINANCE

Private and municipal financing and leasing options are available through the company's financial services group – one of the largest financial service providers within the industry.



Low Floor/Transit TX TDX CX45E CX45 CX35 Van/Shuttle

Key Personnel

ABC LEADERSHIP TEAM

Senior Staff



Dane Cornell

Chairman & Chief Executive Officer



Roman Cornell

President & Chief Commercial Officer



Chuck Carnes

Chief Financial Officer



Tom DeMatteo

Chief Legal Officer
General Counsel & Secretary



Jay Oakman

Senior Vice President of Commercial
Group



Greg Goedde

Senior Vice President
Financial Services



John Gillis

Vice President of Parts Division



Ashley Cornell

Vice President Strategic Accounts



Thom Peebles

Vice President of Marketing



Trey Lewis

Vice President of Information Technologies



Michael Anstead

Director of Customer Care

**Primary Contract/Authorized Signer:**

Jay Oakman – Senior Vice President Commercial Operations

Direct: 407-287-3010

Email: jroakman@abc-companies.com

Jay joined ABC Bus, Inc. in 2003. He served as an Account Manager and Director of Key Accounts prior to his promotion to Senior Vice President Commercial Operations.

Ryhan Cornell – Account manager

Direct: 407-287-3016

Email: rrcornell@abc-companies.com

Specialty Vehicle Sales:

Bryan Miller – Specialty Vehicle & Repower Specialist

Direct: 860-883-4762

Email: bmiller@abc-companies.com

Bryan has been in the school bus and commercial bus industry for over 40 years as a General Manager and Vice President of a Bus Sales Division managing locations within multiple States. His focus is to oversee the Specialty Vehicle and Technology ("SVT") division sales and vehicle supplier activities while building a strong sales team surrounded with quality products throughout North America.

National Director of Operations:

Ed Harmon – National Director of Operations

Direct: 407-287-3007

Email: eharmon@abc-companies.com

Parts Manager

John Gillis – Vice President of Parts Division

Direct: 407-287-3022

Email: jgillis@abc-companies.com

Sales Coordinator

Trina Petrellis – Account Coordinator

Direct: 856-966-1500

Email: tpetrellis@abc-companies.com

Titling

Ann Petri – Title Administrator

Direct: 507-332-5763

Email: apetri@abc-companies.com

Warranty Administration

Michael Papp – Manager Warranty Department

Direct 800-222-2871, ext. 77239

Email: mpapp@abc-companies.com

Technical Field Support

Live technical assistance 24/7 toll-free at 877-427-7278.

Professional technical field support available upon request.

Corporate History: Highlights

- 1950: Clancy Cornell starts operating short routes within the city of Faribault, MN as the Faribault Bus Company
- 1972: ABC Bus is launched offering sales, leasing and service of used buses.
- 1987: A new partnership is formed between ABC and Van Hool Motorcoach of Belgium. ABC takes delivery of the first Van Hool Motorcoach – the T815.
- 1996: T2140 and T2145 are unveiled by ABC and Van Hool at the Orlando Convention Hall.
- 2000: C2000 Motorcoach Unveiling – Featuring centralized systems, advanced engineering and safety components, and unparalleled features to boost performance and reliability while reducing Motorcoach maintenance and downtime. Ideal for heavy line hauls and commuter service operations.
- 2004: The next generation versions of T2100 and C2000 Series are released – featuring key improvements designed to integrate the latest in motorcoach technology.
- 2007: Van Hool TD925 Double Deck Intercity Touring Coach makes its US debut offering a high capacity commuting product to American operators.
ABC Companies acquires industry leading transit coach parts Muncie/Baker.
- 2008: ABC launches “360 Support Program” to deliver the most comprehensive after-sale support services to customers. ABC also introduces the restyled, revamped T2145 Luxury Touring Coach.
- 2009: 7,000th Van Hool delivered in the US market. ABC offers EPA 2010 compliant engines and launches emissions reduction program including high capacity, eco-engineered Van Hool TD925 Double Deck Intercity Coach offering up to 486 passenger MPG.
Van Hool is awarded the 2009 Bus Builder of the Year Award at the Kortrijk Busworld Show.
- 2010: ABC Companies celebrates its 60th Anniversary and opens Bus Refurbishment Center in Nappanee, IN. First project was to refurbish 250 Greyhound Motorcoaches.
- 2011: ABC and Van Hool introduce the “new look” package onboard the C2045 at UMA Expo 2011 in Orlando, FL. ABC signs APTA Sustainability Commitment and joins ranks focused on environmentally responsible practices.
- 2013: ABC Companies and Van Hool celebrate the 25th Anniversary of their partnership and commemorate the sale of the 8,000th Van Hool coach delivered in North America.
The new TX and CX models are being introduced to the Motorcoach Industry at the November 2013 Xtreme Event.
- 2015: Van Hool TDX25 Double Deck Intercity Coach makes its US debut offering a high-capacity commuting product to American operators.
- 2019: ABC Companies and Van Hool introduce the all-electric Van Hool CX45E motorcoach at Busworld in Belgium, which was the only model exclusively designed and built for the North American market on the show floor.
- 2020: The CX45E has its US debut at the UMA Expo in Nashville, TN.



ABC Branch Offices



Locations:

- Costa Mesa, CA
Sales, Service & Parts
- Redwood City, CA
Service & Parts
- Newark, CA
Service & Parts
- Grand Prairie, TX
Sales, Service & Parts
- Muncie, IN
Parts Warehouse
- Winter Garden, FL
Sales, Service, Parts, Warranty
Administration & Call Center
- Faribault, MN
Sales, Service & Parts
- Sombra, Ontario, Canada
Parts Warehouse
- Jersey City, NJ
Sales, Service & Parts



ABC Florida Location

17469 W Colonial Dr
Winter Garden, FL 34787

MAIN PHONE

Monday – Friday 8:00 – 5:00

800.222.2871 – Toll Free

407.656.7977

Fax: 407.905.7050

SALES PHONE

Monday – Friday 8:00 – 5:00

800.222.2871

PARTS PHONE

877.427.7278

SERVICE PHONE

Monday – Friday 8:00 – 5:00

407.656.7977

Fax: 407.905.7050

EXPERIENCE

Our Experience in Motorcoach and Bus Repairs Includes:

FULL SIZE MOTORCOACHES

Van Hool, MCI, Setra, Prevost, Dina, Neoplan and Alexander Dennis

TRANSIT BUSES

Van Hool, Nova, Gillig, New Flyer and Orion (including articulated vehicles)

MID-SIZED MOTORCOACHES

GCA, International Coach, Blue Bird, Thomas, Metro Trans, Champion, Eldorado National, Sprinter Vans and Cut-A-Way Vans

SCHOOL BUSES

Blue Bird, Thomas, International and Freightliner

RVs

Workhorse and Titan



OUR TEAM

- Fleet maintenance specialists
- OEM spec experts
- Factory-trained technicians
- Certified mechanic
- Dedicated customer service professionals

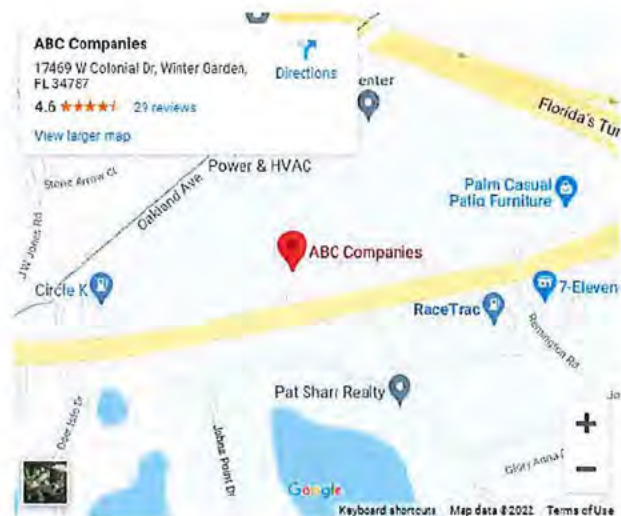
FACILITY HIGHLIGHTS

- 41 enclosed bays
- 14 pits
- 3 Portable post lifts
- 3 paint booths
- Custom graphics design, printing and installation

SERVICES

Services Offered For Motorcoaches and Transit Buses Include:

- Body upgrades
- Engine repowers
- Retrans
- Transmission replacement/repair
- Suspension repairs and alignment
- Brakes
- Tire maintenance, repair, sales
- Wheel upgrades
- Air conditioning
- Used parts sales
- Preventive maintenance
- Major and minor collision repairs
- Interior, electrical and all related components
- Structural and suspension repairs
- Manufacturer warranty repairs
- Fire damage repair and restoration
- Wheelchair lift installations
- Coach, bus and transit refurbishment
- General repairs & service
- Alignment
- Towing and specialty transportation arrangements
- Bus wash



Customer Service

ABC CustomerCare gives you a direct pipeline to information, support and product knowledge designed to keep your fleet operating at peak performance. Our dedicated call center connects you with live support and assistance for all your new equipment related issues including:

- Technical & Troubleshooting Advice
- In-depth warranty and technical knowledge on the industry's leading heavy-equipment components
- Fast, user-friendly claims processing
- Vendor Support – Mediate Product Issues
- Technical field support services including diagnostics & schematics throughout the United States
- Professional technician training
 - o Regional Training Workshop: classroom & hands-on the coach
 - o Individual Customer Location Training: 1 hour – 4 Day Classes
 - o Grab-n-Go – Mini Training Webcasts
- Locating and coordinating emergency roadside service and
- Live 24/7/365 technical assistance toll free under 877-427-7278.

Our Technical Service Representatives have in-depth warranty knowledge and will apply ABC's simplified claims processing procedures to ensure all claims are handled quickly and reimbursements made promptly.

Point of Contact

ABC Bus, Inc.
Customer Care
17469 West Colonial Drive
Winter Garden, FL 34787
Phone: 877-427-7278



Parts



ABC Parts Source™ gives you access to the largest independent supply of motorcoach and transit bus replacement parts in North America. As your resource for replacement motorcoach and transit bus parts, we offer:

- OEM and Quality Aftermarket Components
- Live Customer Support
- Online Parts Store
- More Than 200,000 Part Numbers
- Team of Knowledgeable Bus Parts Specialists
- Competitive Pricing & Fast Shipping
- 24 Hour Shipping On In-Stock Items; 48 Hours For Glass
- Free Ground Shipping On Orders Over \$100 (in continental USA)

ABC Parts Source Offers Bus Parts for All Makes and Models Including:

- | | | | |
|---------------------|-----------|-------------|------------|
| • Champion | • GMC | • New Flyer | • Temsa |
| • Eldorado National | • MCI | • Nova | • Van Hool |
| • Flxible | • NABI | • Prevost | |
| • Gillig | • Neoplan | • Setra | |

We Are Proud Partners of Multiple OEM and Exclusive Aftermarket Suppliers:

- | | | | |
|-------------------|----------------|--------------------------|------------------|
| • airMotion | • Dinex | • Meritor | • Serck Services |
| • Bendix | • Emco Wheaton | • Mobile Climate Control | • SIRIUS |
| • Dixie (Delstar) | • Eberspacher | • MGM | • Webb |
| • Ditas | • Haldex | • ProHeat | • Winnard |
| | | | • And more... |

ABC's Online Parts Store

Create your account and access ABC's Online Parts Store: <https://store.abc-companies.com/>

ABC's Parts Locations

7 strategically located Parts facilities in US & Canada





Vehicle Delivery

Delivery Term: Per Specification Requirement

We will schedule your coach delivery either at one of our ABC locations or through our drive-away service listed below for the agreed upon delivery date (subject to availability at time of order).

Drive-away services utilized by ABC:

Empire Coach Line

1161 Spruce Ave.

Orlando, FL 32824

Phone: 407-888-2624

Email: sales@empirecoachline.com



Maintenance and Repair Services

ABC's team of factory-trained and certified technicians expertly and efficiently provide vehicle care and full maintenance services for Van Hool equipment and today's most popular coach equipment. Our knowledgeable service experts integrate best practices to optimize efficiencies, ensure superior service performance and promote cleaner and greener operations.

ABC Companies' world-class facilities routinely deliver service excellence and feature the latest diagnostic tools and state-of-the-art fabrication systems designed to cover a comprehensive range of transit bus, motorcoach and RV service and repair, including:

- General repairs & services
- Major and minor collision repairs
- Interior, electrical and all related components
- Structural and suspension repairs
- Coach upgrades
- Engine and transmission repowers and upgrades
- Fire and flood reconstruction
- Digital graphics design and installation
- Wheelchair lift upgrades and installations
- Coach and transit refurbishment
- Towing and specialty transportation arrangements
- Manufacturer warranty repairs

Service Highlights

Coach Refurb

Extend your fleet's service life with expert exterior/interior refurbishments and wheelchair lift installation.

Mechanical Repair Services

ABC delivers scheduled maintenance tasks and regular inspections to keep fleet running at peak performance.

Collision & Body Repair

Major collision damage, minor dings and body repairs, glass replacement, fire restoration and more.

RV Service & Repair

ABC provides quick turnaround and quality RV repairs for most RV makes and models.

Custom Graphics

Make your brand stand out with full graphic design, production and installation services.

Detailed Services



State-of-the-Art Equipment and Tools

Nationwide service locations offer access to modern diagnostic tools, state-of-the-art fabrication systems, custom paint, graphics and more.



Expert Knowledge & Experience

For routine inspections and preventive maintenance to major repairs and overhauls.



Dedicated Field Service Teams

On-site teams to support your fleet campaign, 24/7 tech support for coach down, tech assistance and more.



Service Specials & Discounts

Including upgrades, retrofits, and repower overhauls.



Competitive Fleet Service Pricing

Accurate, timely estimates of repair/services to be performed.



eVA Information

eVA VENDOR SELF SERVICE		Contact Customer Care for Help 866-269-7367							
Location Details	Addresses	Commodities	Service Areas	SWaM Profile	Users	Registration Level	W-9 Info	Update Contacts	Add New Location
Location Information On this page you may view and modify information specific to your business location. Please select Save when you are finished with your changes. If you have not saved the record, click Save Changes or Cancel .									
Location Information									
Headquarter Standard Name : ABC Bus Inc					Classification : <input type="text" value="Distributor"/>				
Headquarters Account Code : VS0000052999					Number of Employees : <input type="text" value=""/>				
Vendor/Customer : VS0000052999					Annual Income : <input type="text" value=""/>				
Virginia Location ID : VA10054504					*Preferred Ordering Method : <input type="text" value="Manually"/>				
VA Location Standard Name : ABC Bus Inc					*Accept Charge Cards? : <input type="text" value="Charge Cards Not Accepted"/>				
Account Status : Active					Memorandum of Agreement : Accepted				
*Location Name : <input type="text" value="Florida"/>					View Memorandum of Agreement				
DUNS Number : 087318929									
Ariba Network ID : <input type="text" value=""/>									
					*AN' plus 11 digits				

4. Van Hool: Company Information

For over 70 years, Van Hool has a reputation for designing and building high quality, state-of-the-art, customized products.



At present, VAN HOOL builds a complete range of integral buses and coaches, designed and produced according to a modular concept.

VAN HOOL's commercial vehicle department manufactures a comprehensive range of transport means including semitrailers, road tankers, tank and bulk containers, swap tanks, swap bodies and container chassis in the most diverse executions and complying with the latest technologies.



Van Hool Macedonia



Van Hool Skopje, Macedonia

8 production lines

Factory Site:	42 acres
Factory Surface:	18 acres
Capacity:	900 Units / year
Workforce:	1250 people
Products:	CX/TX USA + EX EU



Both the bus and the commercial vehicles plant have their own Research and Development Department. They design and test new vehicles and work at a constant improvement and further modernization of the vehicle-producing machinery.

Van Hool of Belgium manufactures approximately 1,400 buses and coaches, and as many as 3,000 commercial vehicles annually of which 80 % are exported worldwide. With a workforce of over 4,500, Van Hool is a major bus manufacturer in Europe, offering a complete range of buses for public transport for international markets, ranging from a 9 m midi bus to a 25 m double articulated low floor bus.

Cooperation with technical schools, industrial training contracts and company training not only allow us to maintain the required knowledge and skills, we can then also further improve them. We offer training and employment opportunities in a whole range of positions for job-seekers without prior knowledge or experience, but with motivation and eagerness to learn. The training department, supervisors and experienced professionals ensure further development and form the basis for the necessary technical innovations at the company.





5. Information requested in Statement of Needs

Warranty

Engine / Transmission	Description	Price
Engine: Cummins X12 + Aftertreatment	5 years / 500,000 miles	\$8,290.00
Engine: Cummins X12 No Aftertreatment	5 years / 500,000 miles	\$6,100.00
Transmission: Allison B500G5	5 years / unlimited miles	\$1,866.00

OWNER WARRANTY MANUAL

VANHOOL

CX / TX / TDX



ONE POINT ACCESS TO CRITICAL OPERATIONS SUPPORT

ABC Customer Care
877.427.7278

www.abc-companies.com



Exclusive U.S. **VANHOOL** Distributor

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Introduction

The following manual was created to inform you of our warranty procedures and guidelines to assist you if any warrantable matters should arise. We feel certain that a thorough review of the following information will assist you in having a clear understanding of the Limited Warranty and Extended Coverage offered by ABC and the respective manufacturers. Please refer to the actual Limited Warranties from each manufacturer for complete details.

If you have any questions regarding the Limited Warranty or the claiming procedures, please feel free to contact us at:

**ABC Customer Care Department
17469 West Colonial Dr., Winter Garden, FL 34787
Telephone 1-877-427-7278 (Toll Free) Fax: 407-287-3143**

LIMITED WARRANTY

ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Owner/Lessee each new Van Hool coach supplied by ABC, to be in good condition and free from defects in design, material, and workmanship under normal use and service in accordance with the "Limited Warranty & Extended Components Coverage Schedule", subject to the conditions and limitations therein, a sample of which is provided on pages 12-14 and as provided to you at the time of purchase or lease.

LIMITED ENGINE AND TRANSMISSION COVERAGE SCHEDULE

Engine and Transmission Warranty is provided by the Engine and Transmission
Manufacturer Not Van Hool or ABC.

Engine and transmission warranty service should be obtained either directly from the appropriate engine or transmission authorized dealer or distributor, which may be an ABC location. Refer to each individual manufacturer for the proper procedures. Items that are installed by the engine manufacturer are not covered by the Van Hool Warranty Policies, this may include but not limited to starters, turbochargers, compressors, and injectors. Van Hool warranty is a separate warranty from the engine and transmission manufacturer warranty. Time period and component coverages may differ, and the Van Hool warranty is not intended to compensate for any coverage not included in the engine and transmission manufacturer warranty.

EXTENDED COVERAGE

If not obtained at time of purchase, engine and transmission extended coverage may be purchased through the manufacturer's dealer or distributor within the following time frame:

- Cummins EngineWithin the first 90 days
- Detroit Diesel Engine.....Within the first 90 days
- Allison Transmission.....Within the first 90 days
- ZF Transmission.....Within the first 90 days

LIMITED WARRANTY COVERAGE

ABC's sole obligation and Owner/Lessee's EXCLUSIVE REMEDY is limited to reimbursing Owner/Lessee for the part(s) found to be defective in items manufactured by Van Hool. ABC may at its option, furnish replacement part(s) for any such defective part(s) free of charge to Owner/Lessee and/or to reimburse Owner/Lessee for reasonable direct labor cost involved in removing and repairing or replacing any such part(s) which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in the Coverage Schedule. Van Hool, through its distributor ABC, will reimburse the Owner/Lessee for costs incurred in the removal and replacement of defective part(s) based on the number of labor hours designated in its Labor Time Guidelines for such work at the current warranty labor rate, upon receipt of the defective parts at the Florida location. **Note: No labor will be reimbursed unless the part is received by ABC Florida within 30 days of the claim date. Owner/Lessee will be invoiced for the new part if the defective part(s) are not returned within 30 days of the failure to ABC.**

WARRANTY STATEMENT

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES INCLUDING WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION WHICH THE COACH(ES) MAY BE USED, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.

LIMITED WARRANTY SHALL NOT APPLY TO:

1. Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
2. Any part of a coach which has been subject to misuse, negligence, alteration(s), accident, participation in sporting event(s), over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
3. Any part of the coach not supplied to Owner/Lessee with the coach or defect(s) that are the result of an improper conversion or installation of equipment and part(s) by other manufacturer(s) or supplier(s).
4. Normal maintenance services, (such as engine tune-up, fuel and cooling system, cleaning, brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as: hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, anti-freeze and all maintenance items used in the repairs or replacements of defective parts.
5. The normal wear and tear of parts such as, but not limited to: tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades, and air cushions, toilet seats, and clutch material.
6. Glass breakage.
7. Any parts which are modified or rebuilt without prior written approval by ABC.
8. Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
9. Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (anti-freeze and anti-corrosion additives) or the release of lubricants.
10. A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
11. All indirect costs and expenses such as but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach, or lost profits or revenues.
12. Any coach on which the odometer mileage has been changed or tampered with.
13. Damage from the environment, including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightening, flood, water, earthquake or any Acts of God, etc.
14. Normal deterioration of soft trim and appearance items due to wear and exposure.
15. Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and/or agents derived from petroleum products not released for motor vehicles.
16. Any coach registered and normally operated outside the United States of America, Canada, or Guam.

OWNER/LESSEE RESPONSIBILITIES¹

- Perform maintenance on the vehicle as described in the applicable maintenance manual, engine maintenance manual, transmission maintenance manual, and any other manuals, including normal maintenance services.
- Provide and absorb the cost of service items, such as but not limited to: fluids, filters, belts, seals, hoses, lubricants, bulbs, fuses, wiper blades, brake linings, brake chamber diaphragms, clutch linings, shock absorbers, and normal wear and tear items.
- Perform service adjustments, such as but not limited to: wheel alignment, wheel balance, headlight adjustment, brake adjustments, entrance door alignment, baggage and compartment door alignment, tightening of nuts, bolts and fittings as routine maintenance, assure proper routing of all lines, hoses, and wire harnesses.
- Provide for extra costs incurred, such as but not limited to: downtime, lost revenue or profits, lodging, meals, travel time, towing, auto and coach rentals, or other economic losses.
- Pay for small adjustments, repairs of less than one hour without parts, tires, batteries, broken glass, temporary repairs, repeat failures due to improper installation, careless or negligent workmanship, misdiagnosis time, and damage to other parts, or greater damage to the defective part, as a direct result of postponement of repairs, continued driving, use of unapproved lubricants or fluids, improper repair and diagnosis.
- **Keep preventative maintenance records** and repair records since you may be required to provide the maintenance records and/or repair records with the warranty claim.
- **Sublet claims** are defined as repairs performed at a repair shop other than an ABC location or your own repair facility. All sublet claims must be filed with ABC no later than 30 days of the date on the sublet invoice.
- Authorization on paint, body and glass claims must be approved by ABC prior to customer performing work. Photos of claimed repairs must be submitted with the authorization request and are required prior to ABC approval.
- Return failed parts to the ABC Service Location in Winter Garden, Florida as instructed by a Customer Care Representative. **The warranty claim will not be considered if the failed material is not received back within thirty (30) days from date of claim to ABC. In the case that the failed part(s) is not returned you will automatically be billed for the new part sent out for this repair and no labor for this repair will be paid**

¹ This list is not intended to be all-inclusive. Owner/Lessee is responsible for using good judgment in the handling of all warranty matters.

ORDERING PARTS FOR WARRANTY

When warranty replacement parts are needed call the ABC Customer Care Department at 1-877-427-7278 (Toll Free). Select the appropriate phone option for connection to the Customer Care Group Warranty Department. A Customer Care Representative will verify the vehicle is in the proper warranty by time and miles, and record the information necessary to complete the order and they will authorize shipment of the warranty parts. The warranty event will be discussed in a manner to supply enough detail to complete the warranty claim including cause, troubleshooting method and correction while the conversation is ongoing. An alternative method to order warranty parts is to email the enclosed form (provided on page 15) to the following address, warranty@abc-companies.com.

During this process, the following information must be provided.

- Coach production number (last five digits of the VIN number).
- In-service date
- Current coach mileage.
- Parts numbers and quantities for the required components.
- Serial numbers of the manufacturing date for repairs concerning the battery equalizer, pre-heater, a/c compressor, and differential.
- What is the complaint (problem) with the coach?
- What symptoms were exhibited that led to the diagnosis of the problem?
- What was the cause of the problem?
- What action will be taken to correct the problem?

All failed parts are to be returned to ABC Florida, within 30 days of the claim date.

If the warranty parts are going to be picked up from an ABC location, please call 1-877-427-7278 before going to the location to retrieve the parts. At the time of the call, the Warranty Administrator will collect the necessary information in order to validate the claim prior to receiving any warranty parts over the counter.

Your warranty claim will be processed upon receipt of the defective part at ABC Florida. Approved warranty claim credits will then be applied to your company's ABC parts and service account.

A worksheet is attached for use in gathering information prior to phoning in a warranty parts order; this form may also be sent via fax to 407-287-3143.

SHIPPING CHARGES FOR WARRANTY PARTS

All warranty replacement parts will be shipped by prepaid ground freight. If requested from the customer and authorized by ABC Customer Care Representative, the part(s) may be expedited with special delivery from an ABC location to a repair facility if the coach is in an Emergency Coach Down situation and in need of emergency warranty parts to make it drivable.

WARRANTY PARTS HANDLING

ABC shall provide the replacement parts at “No Charge” to the Owner/Lessee PENDING THE SETTLEMENT OF THE CLAIM FROM THE APPROPRIATE VENDOR. **Parts replaced during the warranty period must be received by ABC Florida, within 30 days of the claim date.** Replacement parts shipping via normal methods will be shipped with a pre-paid shipping label along with enclosed instructions to return the failed part. Items that must be shipped via freight will include separate instructions for the return of large or heavy items. Each part must be identified with the supplied yellow tag illustrating the VIN, part number and order number so that the item may be processed through the ABC Florida location.

Should the Owner/Lessee fail to return the warranted part within 30 days or return the part without proper labeling so as to allow ABC to process the claim, the Owner/Lessee’s account will be billed the purchase price for the new part, (including shipping) originally supplied free of charge for the warranty repair. Parts replaced under the assumption of warranty that prove **not** to be defective may be returned and charged back to the Owner/Lessee at the discretion of ABC.

CLAIMING PROCESS

At the time the warranty part is ordered a claim will be completed. Both the labor (if applicable) and parts will be on the claim. If there are warranty repairs that must be completed that do not require parts, a call must be placed to a Customer Care Representative to initiate a labor claim.

In the event a repair must be completed by a third-party repair facility specific steps must be taken to authorize the warranty repair. Refer to Service Bulletin No. 1185, included in this manual, for specific instructions regarding this procedure. If a repair is to be completed by a third-party vendor then the invoice must be presented to ABC within 30 days of the date on the invoice. If an invoice is received by ABC after 30 days then the Van Hool flat rate shall apply.

TIPS FOR ORDERING WARRANTY PARTS QUICKLY

1. Order warranty parts by calling 1-877-427-7278. Do not purchase the part outright if it is a warrantable failure. A Customer Care Representative must authorize the sending of warranty parts.
2. When ordering the part, make sure to supply the correct mileage of the coach.
3. The return of a failed part is required. The failed part must be returned with the VIN (last five characters) and order number clearly marked on the return tag. The failed parts must be received by ABC Florida within 30 days of the claim date, if not the Owner/Lessee will be billed the purchase price for the new part and no labor will be reimbursed. Keep a record of the shipping information, and tracking numbers in case the part is lost in shipping.
4. When speaking with an ABC Customer Care Representative, be prepared to supply a description of the complaint, cause, and correction along with the amount of labor required to complete the repair.
5. All engine and transmission problems should be taken and handled directly with an authorized engine or transmission manufacturer, dealer or distributor.

SERVICE BULLETINS

PRODUCT IMPROVEMENT, SERVICE INFORMATION & FIELD CHANGE OR CAMPAIGN PROGRAMS

Van Hool publishes Product Improvement, Service Information Bulletins, and Field Change Programs. When published, these bulletins and programs will be distributed to the appropriate Owner/Lessee. Van Hool and ABC's distribution method of Product Improvement and Service Information Bulletins is through the internet, via an email notification that bulletins(s) have been posted to Van Hool's Portal and ABC's website. To receive these notifications customers must register on ABC's website at abc-companies.com/customer_care/bulletins.

- Product Improvement Bulletins will detail the new improvements made to coaches in production. Should the Owner/Lessee wish to update their coaches, sufficient information will be available to accomplish the improvement. Product improvements are to be applied to the coach at the Owner/Lessee's option and expense.
- Service Information Bulletins will be distributed to the Owner/Lessee. These documents will cover a variety of topics that will aid the Owner/Lessee in better maintaining the coach with the most up-to-date information that the manufacturer has available.
- Field Change or Campaign Programs may be necessary to make corrections or improvements to the coaches so that the coaches can be maintained at satisfactory standards and within compliance of applicable laws. When this occurs, the ABC/Van Hool Customer Care Warranty Department will notify the Owner/Lessee. The Field Changes should be made as soon as possible after receiving this notice. Instructions for recuperating repair expense, if applicable, shall be addressed or set forth within the applicable bulletins of the Field Change, Campaign or Recall Programs.

DEALER INSTALLED OPTIONS

(Warranty to be provided by component supplier and not covered by Limited Warranty set forth herein.)

Alcoa Wheels: Alcoa wheels have a limited warranty directly by the manufacturer. You can obtain warranty by calling 800-242-9898, Listen for the prompts for Warranty. Coverage is 120 month's date of Manufacture of wheel.

ASA Radio: Calls for ASA back up camera products should be made directly to ASA Radio at 877-845-8750. Coverage is 30 months or 250,000 miles, Parts no labor.

Automotion Shades: Warranty concerns regarding Automation shades should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Coverage is 24 months' parts only.

Braun Wheel Chair Lift Warranty: Braun Wheel Chair Lift warranty should be directed to the ABC Customer Care Department at 1-877-427-7278 (Toll Free). Coverage is 36 months. In order to complete this process, the following information must be provided:

- Coach production number (last five digits of the VIN number)
- Current coach mileage
- Part numbers for items requested
- Serial number of the Braun lift
- Cycle count from lift operation.
- What is the problem with the lift?
- What was the cause of the problem?
- What will be done to correct the problem?

Dialight: Lifetime warranty for parts replacement only. After 30 months' warranty can be obtained by calling Dialight directly at 1-732-751-5844.

ABC Graphics: Call 1-877-427-7278 (Toll Free). Coverage is for 12 months, parts only and limited to repair or replacement. Photos of the failed graphics must be sent to warranty@abc-companies.com, prior to claim approval.

Kidde Fire Suppression: Kidde Fire Suppression should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Coverage is 24 months' parts and labor.

REI: Calls for REI warranty parts should be made directly to REI at 1-800-228-9275. All parts orders and warranty claims will be handled by calling the above number. Coverage is 24 months' parts only, no labor. Elite System Coverage is 36 months' parts only.

Robert Bosch Products: Audio/DVD products originally installed on your coach will be covered under warranty for a period of 24 months unlimited miles. Warranty concerns should be handled by contacting ABC Customer Care at 1-877-427-7278 (Toll Free).

DEALER INSTALLED OPTIONS

(Warranty to be provided by component supplier and not covered by Limited Warranty set forth herein.)

Seats: Van Hool Seats call 1-877-427-7278 (Toll Free). Coverage is for 30 Months, 250,000 miles for both parts and labor. Amaya Seats call 1-864-895-4127. If approved coverage for mechanical parts is 5 years, fabric and foam is 3 years.

SmartWave: SmartWave warranty concerns should be handled by contacting ABC Customer Care at 1-877-427-7278 (Toll Free). Coverage is 36 months' parts only.

Tires: Tires installed on your coach at time of delivery will be warrantied solely by the tire manufacture. ABC cannot cover under this policy.

Vanner: Vanner IT inverters, coverage is for 30 months, unlimited miles for parts and labor, Claims should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Serial numbers are needed on all Vanner products prior to the call.

ATTACHMENT A

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE*

1. ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Lessee/Owner each new coach supplied by ABC to be in good condition and free from defects in design, material and workmanship under normal use and service in accordance with the schedule below, subject to the conditions and limitations herein and the limited warranties of the manufacturer's designated below. The Limited Warranty also provides Lessee/Owner with an Extended Components Coverage in accordance with the following Limited Warranty and Extended Components Coverage Schedule, subject to the conditions and limitations hereafter, if selected by Owners. ***Box must be checked for components coverage or extended coverage to apply.**

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE SCHEDULE (If Marked)

ITEM	LIMITED WARRANTY	EXTENDED COVERAGE	PERIOD (MONTHS)	MILEAGE	PARTS	LABOR	REMARKS
General Coach: Base	X		30	250,000	100%	100%	Van Hool Base Coverage
Structural Integrity		X	60	300,000	100%	100%	See Van Hool 5 Year Structural Anit-Corrosion Warranty, Attachment A below.
Vehicle Emissions Original Equipment Tires (**)	X		24	24,000	100%	100%	(**) ABC warrants the original equipment tires installed on this coach only against defects in materials and workmanship only to the extent such defects cause the coach to fail to comply with applicable U.S. greenhouse gas emission limits ("Warrantable Emissions Failures").
ASA Back Up Camera	X		30	250,000	100%		No labor.
Dialight	X		Lifetime	Lifetime	100%		No labor.
Safety Fleet	X		30	n/a	100%		No labor.
Kidde Fire Suppression	X		24	n/a	100%	100%	
Monogram Sanitation	X		24	n/a	100%	100%	Labor at rate of \$35.60/USD.
RCA Flooring	X		Various	n/a	100%	n/a	Center aisle rib & under seat smooth flooring warranted 12 years; Trend and entrance area products warranted for 1 year.
SmartWave Tire Monitoring	X		36	n/a	100%		No labor.
Transpec Roof Hatches	X		36	n/a	100%		No labor.
Vanner Inverter	X		24	n/a	100%		No labor.
Surepower Equalizer	X		24	n/a	100%		No labor.
Engine: Cummins Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Cummins Extended Warranty			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Cummins Extended after treatment			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Detroit Diesel Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to CX35 or TDX25.
Engine: Detroit Diesel Extended Warranty with after treatment			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to CX35 or TDX25.
Cummins or Detroit Diesel Base Engine Emissions Warranty	X		60	100,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: Allison Base			36	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: Allison Extended			60	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: ZF Astronic Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: ZF Astronic Extended			60	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Clutch Pack not covered under ZF Extended Warranty.
HVAC – Espar/Eberspacher	X		30	250,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions, including compressor, preheater, front heater, and convactor floor heaters
Audio/DVD Bosch or REI			24	Unlimited	-	-	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Lift Braun Base			36	n/a	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to TDX25
Lift Ricon Base			24	n/a	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to TDX25

NOTES:

- (1) Limited Warranty is for the Time (Months) or Mileage (Mi) whichever occurs first from acceptance date of new coach as evidenced on coach acceptance form.
- (2) Limited Warranty Application and Extended Components Coverage Application are subject to all of the terms and conditions of each applicable manufacturer's warranty.
- (3) Repairs or replacements qualifying under the Limited Warranty and/or Extended Components Coverage must be performed by an ABC workshop or by an authorized dealer of the failed part manufacturer. The owner/lessee is entitled to perform the warranty repair/replacement when qualified through appropriate training, service literature and service tools.
- (4) Limited Warranty Coverage does not apply to outside manufacturer or dealer installed options.
- (5) For details, please review attached manufacturer/supplier documents.
- (6) Warranty on the replacement part is limited to the remaining period/mileage of the original part.
- (7) Certain additional exclusions/limitations apply to certain suppliers; please also refer to the applicable Van Hool Owner Warranty Manual for further terms and conditions.

2. ABC's sole obligation and Lessee/Owner's EXCLUSIVE REMEDY with respect to the ABC warranty is limited to reimbursing Lessee/Owner for the parts found to be defective, or, at its option, furnishing replacement parts for any such defective parts free of charge to Lessee/Owner and/or to reimburse Lessee/Owner for reasonable direct labor cost involved in removing and the repairing or replacing any such parts which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in above Schedule.
3. **A WARRANTY SHALL NOT APPLY TO:**
- (1) Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
 - (2) Any parts of a coach which has been subject to misuse, neglect, negligence, alterations, accident, participation in sporting events, over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
 - (3) Any part of the coach not supplied to Lessee/Owner with the coach or defects as a result of improper conversion or installation of equipment and parts by other manufacturers or suppliers
 - (4) Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, antifreeze and all maintenance items used in the repairs or replacements of defective parts.
 - (5) The normal wear and tear of parts such as, but not limited to tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades and air cushions, and clutch material.
 - (6) Glass breakage.
 - (7) Parts which are modified or rebuilt without prior written approval by ABC.
 - (8) Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
 - (9) Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (antifreeze and anticorrosion additives) or release of lubricants.
 - (10) A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
 - (11) All indirect cost and expenses such as, but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach or lost profits or revenues.
 - (12) Any coach on which odometer mileage has been changed or tampered with.
 - (13) Damage from the environment including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightning, flood, water, earthquake, or any Acts of God, etc.
 - (14) Normal deterioration of soft trim and appearance items due to wear and exposure.
 - (15) Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum or products not released for motor vehicles.
 - (16) Any coach registered and normally operated outside the United States of America, Canada or Guam.
4. The Lessee/Owner is responsible for the performance of preventative and normal maintenance services as specified in the applicable manufacturer's maintenance manuals or instructions.
5. All claims hereunder shall be made to the applicable manufacturer in accordance with their respective procedures and guidelines.
6. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES INCLUDING WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION WHICH THE COACH(ES) MAY BE USED, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.**

WARRANTY CLAIMS

I understand and agree that all warranty claims must be filed with ABC within 30 days of the time of occurrence and that any defective parts must be returned to ABC within that period. Failure to comply with this requirement may void the warranty claim.

ATTACHMENT A

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE

5 YEAR STRUCTURAL ANTI-CORROSION WARRANTY

Body structure and structural elements of the suspension (including all components welded, riveted or bolted together to form the basic frame are warranted to be free from Defects, Related Defects (i.e. no visual structural damage and/or cracks and/or permanent deformation), and to maintain structural integrity for a period of five (5) years or 300,000 miles whichever comes first.

- All Van Hool's maintenance instructions are to be adhered to (responsibility of the end user/buyer);
- Inspections to be made in accordance with Van Hool's maintenance instructions;
- Repairs to be made in a timely fashion i.e. immediately after accident or damage in a professional manner in accordance with Van Hool's instructions and general accepted structural repair procedures;
- Are excluded all defects due to or result of:
 - Wrong or poor maintenance, failure to clean the underside of the coach after winter (to remove all salt products),
 - Lack of proper maintenance,
 - Mechanical wear by use of automatic washing installation,
 - Damages due to incorrect use of automatic washing installation,
 - Aggressive cleaning products with insufficient rinsing or polluted rinsing water,
 - Mechanical damages or aggressive influences from outside (i.e. stone chippings, damages, repairs, accidents, etc.),
 - Defaults which have deteriorated seriously (even beyond point of repair), because the customer neglected to repair himself, or to have the necessary repairs performed by an outside repair ship within 3 months after detection, leading to non-availability of the vehicle;
 - Deterioration due to normal aging,
 - Damage due to the application respectively removal of decal(s).



SERVICE BULLETIN No.1185

Circulate to listed addressees

COACH/BUS MODEL	: All
BULLETIN TYPE	: Service Information
SECTION	: Section 1 – General Information
DATE	: May 18, 2006
SUBJECT	: Warranty claims - third party workshops
TERMS & CONDITIONS	: N/A

APPLICATION:

The service information subject of this Bulletin is applicable to all warrantable units.

DESCRIPTION:

1. Every so often, customers have their warrantable Van Hool units repaired by third party workshops (workshops other than designated ABC Customer Care and Parts Source service centers). This Bulletin informs about how to proceed in such cases.
2. Before having third party workshop work done and when filing warranty claims for this type of work certain rules must be observed:
 - ☐ Permission for repair under warranty should first be obtained from ABC Customer Care and Parts Source.
 - ☐ Third party workshop labor should not exceed 150% of normal flat rate.
 - ☐ Temporary (limp home) repairs are not accepted.
 - ☐ A copy of the third party workshop invoice (no receipt) carrying ALL relevant data should be made available to the ABC/Van Hool Warranty Administration in order to allow them to:
 - process the warranty claims efficiently,
 - decide whether a particular claim is reimbursable according to the Van Hool normal warranty,
 - compile a component failure history.

Description continued on next page.

Service personnel: please read, initial and circulate.

Service Manager	Parts Manager	Warranty Administrator	Workshop Foreman	Service Technician

Continued from page 1.

☐ Relevant data include:

- Third party workshop references, an invoice number and invoice date.
- Unit references such as: model, VIN, customer unit # (optional), mileage, in service date, failure date.
- Description of: complaint, diagnosis, cause of the problem, corrective action taken.
- Part references and description of old parts removed and new parts installed.
- Parts available for further investigation.
- Hours labor.
- Digital photos if relevant to claim support.

4. Failure to comply with these guidelines may void warranty for the repair, and/or cause unnecessary delays in claim processing.

Description complete.

SERVICE INFORMATION:

Service Bulletins are issued to supplement or supersede information in the Van Hool manuals. Note Service Bulletin number, date and subject on the register at the end of the relevant chapter(s). File Service Bulletin separately for future reference.



Attachment C



WARRANTY PARTS ORDERING FORM

TODAY'S DATE _____

VEHICLE INFORMATION

VIN # (last 5 digits) _____

UNIT # (optional) _____

MILEAGE) _____

IN-SERVICE DATE _____

COMPANY INFORMATION

CUSTOMER ACCOUNT # _____

INDIVIDUAL NAME _____

COMPANY NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

SHIP TO ADDRESS

☐ SAME AS ABOVE

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

PARTS WARRANTY INFORMATION

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

CONCERN _____

CAUSE _____

CORRECTION _____

LABOR REQUESTED _____ HOURS

REASON FOR ADDITIONAL LABOR _____

COMPONENT SERIAL NUMBER (S/N) _____

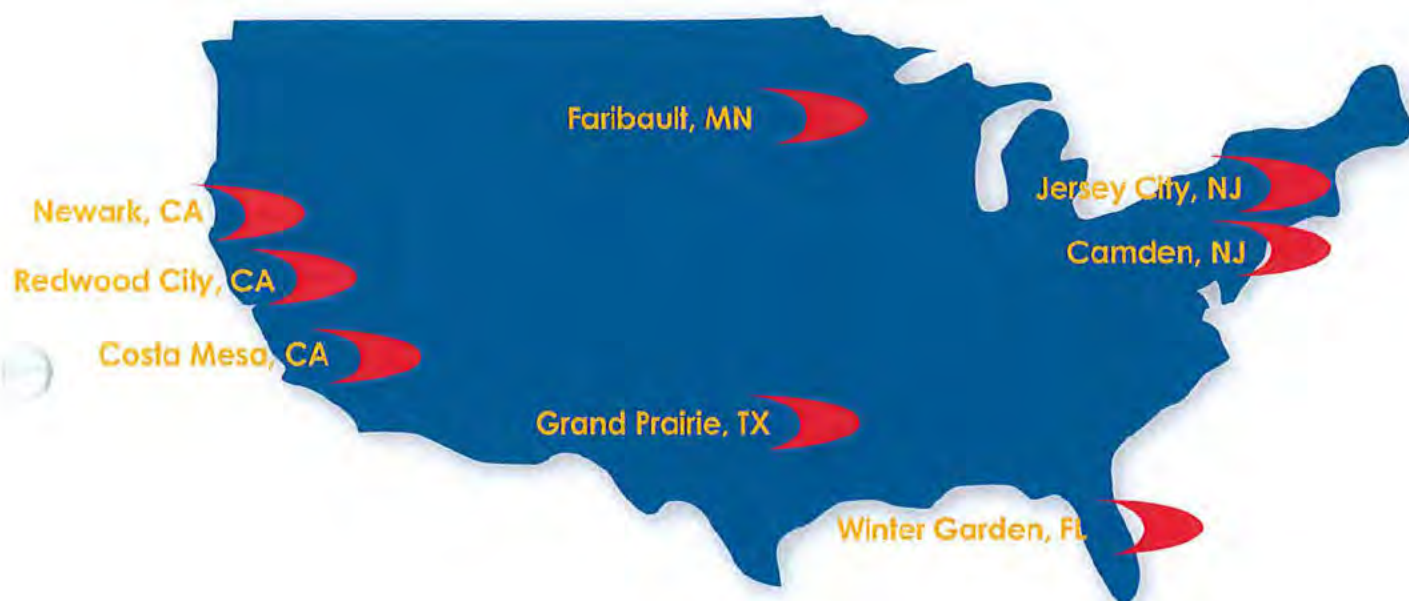
DIRECTIONS

Submit your completed claim form via email to warranty@abc-companies.com or via fax to 407-287-3143.

Claims are processed 8:00 a.m. – 8:00 p.m. Eastern, Monday through Friday. Claims received after 8:00 p.m. Eastern will be processed the following business day. Upon receipt of your replacement parts, return the original part to ABC Companies using the return shipping label provided. Original parts must be returned to ABC Companies within 30 days of receiving the replacement part. Your warranty claim will be processed upon receipt of the original part at ABC Companies. Approved warranty credits will be applied to your company account. *Questions?* Call ABC Customer Care at 1.877.427.7278 to speak with an ABC Warranty Administrator.



CX / TX / TDX



ABC Customer Care / 877.427.7278

Florida

17469 West Colonial Dr.
Winter Garden, FL 34787
PH: 407.656.7977

Minnesota

1506 30th St. NW
Faribault, MN 55021
PH: 507.334.1871

California

1485 Dale Way
Costa Mesa, CA 92626
PH: 714.444.5888

California

7980 Enterprise Dr.
Newark, CA 94560
PH: 510.745.7341

California

3508 Haven Ave.
Redwood City, CA 94063
PH: 650.368.3364

New Jersey

1494 Federal St.
Camden, NJ 08105
PH: 856.966.1500

New Jersey

415 Tonnele Ave.
Jersey City, NJ 07306
PH: 201.795.3113

Texas

1702 S. Great Southwest Pkwy
Grand Prairie, TX 75051
PH: 972.206.1110

Van Hool CX45



SALES | SERVICE | PARTS | SUPPORT | FINANCE | www.abc-companies.com

Van Hool CX45

General

Length 45'
Height 11' 6"
Width 102"
Wheelbase 25' 4.5"
Underfloor Storage (w/o lift) 440.4 cu. ft.
Underfloor Storage (w/lift) 423.42 cu. ft.
Parcel Rack Storage (w/o lift) 87.5 cu. ft.
Parcel Rack Storage (w/lift) 84.9 cu. ft.
Front Overhang 6' 2.4"
Rear Overhang 9' 2.2"
Turning Radius 43' 11.5"
Fuel Tank Capacity (useable) 240 gals.
RH & LH Fuel Fill Doors
DEF Tank Capacity (useable) 19 gals.
Headroom 75.75"
GVWR 54,000 lbs.

Powertrain

Cummins X12 (455 HP)
Detroit Diesel DD13 (450 HP)
Allison B500 Six-Speed Automatic (Gen5)
Integrated Engine Brake

Ride & Handling

Six Wheel Disc Brakes
ZF Variable Ratio Steering
Independent Front Suspension
Tag Axle Unloading System

Body Construction

Stainless Steel Chassis, Windshield & Side Window Frames
One Piece Galvanized Steel Side Walls
Two Piece Windshield
Double Pane Seamless Side Glass
One Piece Aircraft-Quality Aluminum Roof
Energy Absorbing Bumpers
Sky View Rooftop

Chassis

DANA Hypoid Axle Type G 171
3.07:1 ratio w/ Allison B500 Transmission
Tilt & Telescopic Steering Wheel
Rapid Rear Raise System / **Full Coach Raise & Lowering**
Front Kneeling w/ Quick Recovery System

Wheelchair Lift

Rear Position Wheelchair Lift Ready w/ Two Tie-Down Positions
Passenger Chime Buttons for ADA Seats
Braun NL-501

Tires & Wheels

Alcoa Dura Bright Aluminum Wheels (9)
315/80R 22.5 Goodyear Marathon LHS II + HL
Steel Wheels (9)

Electrical & Lighting

LED Headlights & Daytime Running Lights
LED Side Marker Lamps w/ Integrated Turn Signal Function
LED Interior Ceiling Aisle Lights
LED Stop, Tail & Reverse Lights
Front Side Cornering Lights
High Mount LED Brake Light
Automatic Entrance Lighting
Full Multiplex System
Dual Alternators
Dash Mounted 12/24 Volt Cut-Off Switch
Battery Equalizer
LCD Multi-Function Driver Display
Keyless Ignition Switch
Curb Side Lighting
Dual USB at Dash
Additional 12V at Dash
Easily Serviceable Tail Lights
Phase III Battery Charger
Road Side Lighting
110V Tamper-Resistant AC Receptacles, with USB
Smart Equalizer
Solar Panel w/ Smart Charge

Climate Control

Electric Radiator Fan
Integrated HVAC System
6 Cylinder Compressor
134a Refrigerant
Variable Speed Brushless Evaporator Motors
Two Speed Brushless Condenser Motor
Modulating Heating Control Valves
Auxiliary Heater 102,000 BTU
Timer for Auxiliary Heater

Other Equipment

Remote-Control & Heated Black Mirrors
HDMI Type E Audio System w/ PA & Two Microphones
Touchscreen Radio w/ DVD Player & Back-up Camera Display
Enhanced Sound System
Wireless Microphone
Custom Paint
Custom Vinyl Graphics Installation
Destination Sign
Global Positioning System
Satellite TV System
Side View Cameras
360° Exterior View Camera
WiFi
Chrome Mirrors
Interior Surveillance Camera
Recon Package

Options in Red

Interior

56 Kiel 1020 Seats w/ Footrest & 3-Pt Seatbelts
Up to 60 Passengers Seating
Amaya A-220, GT, or Sigma Seats w/ Footrests & 3-Pt Seatbelts
Kiel 2025 or 1030
ISRI 6800/348 Adjustable Driver Seat (Pneumatic) w/ 3-Pt Seatbelt
ISRI 6832 Driver Seat w/ Integrated 3-Pt Seat Belt
IMMI VIP Smartwheel
Robust Modular Entry Stairwell
Elongated Driver's Compartment
Driver's Right Hand Console w/ Grab Rail
Two Left Hand Driver Cup Holders
Map Light
Luxury Low-Maintenance Trim
Soft Touch and Textured Finishes
Passenger Individual Reading Lights / Directional Adjustment
Sliding Passenger Multisets
Electric Windshield Sun Viscors
Supplemental Restroom Holding Tank
Keyed Alike Baggage & Service Doors
Central Air Locking System Baggage Doors
Side Entry Flush Toilet
Driver's Glare Shield
Rear Window
Passenger Side Window Shades
Enclosed Parcel Racks w/ Enhanced Endcap Design
Modified Contoured Parcel Racks w/ Enhanced Endcap Design
Contoured Parcel Racks w/ Enhanced Endcap Design
Magazine Net
Cup Holders
Seat Back Tray Tables
Card Tables
Non Flush Toilet

EXTENSIVE STANDARD SAFETY PACKAGE

Rollover in Accordance with UN/ECE - Reg. No. 66
FMVSS 210 Seating w/ 3-Point Seat Belts
3-Point Driver's Seat Belt
Antilock Braking System (ABS)
Automatic Traction Control (ATC)
Daytime Running Lights (DRL)
Electronic Stability Control (ESC)
Fire Suppression System
Tire Pressure Monitoring System (TPMS)
Lane Departure Warning System (LDW)
Static Aiming Light System
Backup Camera with In-Dash Display
Roof Hatches
Integrated Emergency Evacuation Kit
Electronic Leveling Control
Predictive Cruise Control

SALES QUOTE



Quote Description: 9051

Quote ID: 446420

Prepared For:

Company Name Commonwealth of Virginia
James Madison University
Address Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Date: 04/11/2023

11:37:53

Acct.
Mgr:

Telephone: 540-568-4160

CX45_2024

QTY 1

Standard Features

Powertrain

Cummins X12 Engine
Allison B500 Gen 5 Transmission

General

It Ready
239 gal Usable Fuel Tank, LH/RH Fill
19 gal Usable DEF Tank, LH/RH Fill
Cruise Control
Central Locking, Baggage Doors
Electric Windshield Sun Visors
Keyed-Alike Doors
Table at Modesty Panel
Fuel Pro Filter

Body

Energy Absorbing Bumpers
Aluminum Baggage Bay Doors
Seamless Side Glass
Remote Control Heated Mirrors
Stainless Steel Windshield Frame
Stainless Steel Window Openings
Stainless Steel Lower Body Frame
Aluminum Roof
Rear Window, Thermopane Glass
Ramped Aisle
Grab Rails in Stepwell & Dash
Air Lock Baggage Bay Doors
Galvanized Steel Exterior Side Panels
Goodyear Marathon LHS HL
Dura Bright Aluminum Wheels

Electrical

Multiplex Electrical System
VDO Instrumentation
LED Headlights
LED Marker Lamps
Perimeter Lighting (Curbside)
Back-up Alarm
Individual Reading Light Multisets
LED Interior Ceiling Aisle Lights
Dash-Mounted Cutoff Switch
Front & Rear Side Turn Lights
Dual Alternators
Passenger Chime Button
Vanner 60-AMP Battery Equalizer
Dual USB at Driver
(2) 12V Plugs at Driver

Braking System

Six-Wheel Disc Brakes

Heating/Cooling

Variable Speed Blowers
Modulating Heating Control Valve
Individual Passenger AC controls
Bitzer 6PFC Compressor
Drivers Right-Hand Console
Eberspacher Preheater

Restroom

Monogram Flush Type
Supplementary Holding tank

Seating/Interior

56 Passenger Kiel 1020 Seats
ISRI 6800/348 Driver Air Seat
Leatherette Ceiling & Parcel Racks
Wood Look Flooring

Safety Features

Six-Channel ABS System
Automatic Traction Control
Electronic Stability Control
Lane Departure Warning
Tire Pressure Monitoring System
Back Up Camera w/In Dash Display
Fire Suppression System
Daytime Running Lights
FMVSS 210 Seating w/3 Point Seat Belts
3-Point Seat Belt Driver Seat
Static Aiming Lights
Roof Hatches

Steering

ZF Variable Ratio Steering
IMMI VIP Smartwheel

Suspension

Tag Axle Unloading System
Rapid Rear Raise System
Front & Tag Axle Independent Suspension
Front Kneeling System with QRS

Optional Features

Engine	Cummins X12 5yr/500k mi. AFT
Transmission	Allison 5yr/Unlimited Miles
110V USB Outlet in Parcel Rack	(2)
Flooring Options	Wood - 8297 Yosemite
Number of Passengers	56
Seat Type	Kiel 1020
Seat Cover	Standard Fabric
Driver Seat Cover	Fabric
Outlets	110V USB Outlets w/Inverter
REI Elite HDMI Type E System	Dash DVD/Multi Media Mod Panel
Monitors	(6) 15.6"
360 Exterior View System	REI 360 4 Camera System

Quote ID: 446420

Quote ID: 446420

(Note: Order Total Excludes "All Applicable Federal, State and Local Taxes",
FET included if applicable)

ORDER TOTAL**\$568,570.00**

To secure your order, sign below and return this form with a total deposit of \$0.00, subject to final sales documentation. Which said final sales documentation is to be signed by Customer within 7 days of quotation signature or pricing and terms will be subject to change by ABC.

ORDER SUBJECT TO AVAILABILITY: All new Van Hool coaches FOB, Winter Garden, Florida. All other new coach models or pre-owned coaches FOB, ABC Location. The final price and delivery date will be determined upon receipt of the final approved paint design, final specification, options, VIN verification and signing of final sales documentation. All trades and allowances related thereto are subject to the trade meeting all applicable trade-in requirements, final vehicle inspection and ABC's receipt of free and clear title. ABC may keep the security deposit in the event this order is cancelled or terminated by customer.

ABC Bus, Inc. appreciates your support and interest in our products. We look forward to serving your transportation needs. Thank you.

Agreed and Accepted _____ **Date** _____

Printed Name _____

ABC Approval _____ **Date** _____

Printed Name _____

Unless otherwise indicated on the quote provided to Customer, written quotations by ABC shall expire automatically 30 days after the date appearing on the quotation. Prior to the expiration date, any quotation is subject to change by ABC at any time upon written notice to Customer unless ABC receives Customer's return signature on the quotation within the aforementioned validity period.



ABC Bus, Inc.

Floorplans
Van Hool, CX45

Van Hool

CX45E



SALES | SERVICE | PARTS | SUPPORT | FINANCE | www.abc-companies.com

Van Hool CX45E

General

Length 45'
Height 11' 6"
Width 102"
Wheelbase 25' 4.5"
Underfloor Storage Capacity (w/o lift) 182.93 ft³
Parcel Rack Storage (w/o lift) 108.77 ft³
Parcel Rack Storage (w/lift) 84.9 ft³
Front Overhang 6' 2.4"
Rear Overhang 9' 2.2"
Turning Radius 43' 11.5"
Headroom 75.75"
GVWR 54,000 lbs.

Vehicle Traction System

Make: Siemens Elfa 2
Controller: Siemens Dico Elfa 2 ECU
Type: PEM - 1DB2024-ONA06
Construction: Permanent Magnet
Inverter Boxes: (2) Siemens Elfa 2 mono

Energy Storage

Battery Type: Proterra E2 Lithium Ion Batteries
Total Storage Capacity: 676 kWh

Drive Train Cooling

(2) 1kW Electric Fans / Diameter 19.7"

Energy Recovery

Regenerative Braking System
CCS-1 DC Fast Charge Port / Integrated Thermal Sensor
Electrical Retarder w/ Energy Recuperation

Ride & Handling

Six Wheel Disc Brakes
ZF Variable Ratio Steering
Tag Axle Unloading System

Chassis

DANA Hypoid Axle Type G171
Rear End Ratio 5.58:1
Tilt & Telescopic Steering Wheel
Rapid Rear Raise System
Electric Leveling Control w/ Overload Notification
Full Coach Raise & Lowering

Body Construction

Stainless Steel Chassis, Windshield & Side Window Frames
Electrically Welded Single Piece "Monocoque" Structure
One Piece Galvanized Steel Side Walls
Two Piece Windshield
Double Pane Seamless Side Glass
One Piece Aircraft-Quality Aluminum Roof
Aluminum Pantograph Baggage Bay Doors
Energy Absorbing Bumpers

Electrical & Lighting

LED Headlights & Daytime Running Lights
LED Side Marker Lamps w/ Integrated Turn Signal Function
LED Interior Ceiling Aisle Lights
LED Stop & Tail Lights
Front Side Cornering Lights
High Mount LED Brake Light
Easily Serviceable Tail Lights
Automatic Entrance Lighting
Full Multiplex System
Battery Equalizer
Keyless Ignition Switch
Curb Side Lighting
Road Side Lighting
110V Tamper-Resistant AC Receptacles, with or without USB

Climate Control

Integrated HVAC System
GAE Bock HGX34-380P-2A Compressor
134a Refrigerant
Variable Speed Brushless Evaporator Motors
Two Speed Brushless Condenser Motors
Modulating Heating Control Valves

Wheelchair Lift

Mid Ship Position Wheelchair Lift Ready w/ Two Tie-Down
Positions Passenger Chime Buttons for ADA Seats
Braun NL-501

Tires & Wheels

Alcoa Dura Bright Aluminum Wheels (9)
315/80 R22.5 Goodyear Marathon LHS II + HL
Steel Wheels (9)

Other Equipment

Remote-Control & Heated Black Mirrors
HDMI Type E Audio System w/ PA & Two Microphones
Touchscreen Radio w/ DVD Player & Back-up Camera Display
Global Positioning System
Additional Overhead Monitors
Enhanced Sound System
Wireless Microphone
Custom Paint
Custom Vinyl Graphics Installation
Destination Sign
Satellite TV System
Side View Cameras
360° Exterior View Camera
Interior Security Cameras
WiFi
Chrome Mirrors
RECON (Readiness for Emergency CONditions) Package

Options in Red

Interior

56 Kiel 1020 Seats w/ Footrest & 3-Pt Seatbelts
Kiel 2025 or 1030 Seats
Up to 60 Passengers Seating
Armaya A-220, GT, or Sigma Seats w/ Footrest & 3-Pt Seatbelts
ISRI 6800/348 Adjustable Driver Seat (Pneumatic) w/ 3-Pt Seat Belt
ISRI 6832 Driver Seat w/ Integrated 3-Pt Seat Belt
Robust Modular Entry Stairwell
Elongated Driver's Compartment
Driver's Right Hand Console w/ Grab Rail
Two Left Hand Driver Cup Holders
Modesty Panel w/ Enhanced Ergonomics
Map Light
Luxury Low-Maintenance Trim
Soft Touch and Textured Finishes
Passenger Individual Reading Lights w/ Directional Adjustment
Sliding Passenger Multisets
Electric Windshield Sun Visors
Supplemental Restroom Holding Tank
Keyed Alike Baggage & Service Doors
Central Air Locking System Baggage Doors
Ramped Entry Aisle
Side Entry Flushing Toilet
Driver's Glare Shield
Rear Window
Passenger Side Window Shades
Enclosed Parcel Racks w/ Enhanced Endcap Design
Modified Contoured Parcel Racks w/ Enhanced Endcap Design
Contoured Parcel Racks w/ Enhanced Endcap Design
Magazine Nets
Cup Holders
Seat Back Tray Tables
Card Tables

EXTENSIVE STANDARD SAFETY PACKAGE

Rollover in Accordance with UN/ECE - Reg. No.66
FMVSS 210 Seating w/ 3-Point Seat Belts
3-Point Driver's Seat Belt
Antilock Braking System (ABS)
Automatic Traction Control (ATC)
Daytime Running Lights (DRL)
Electronic Stability Control (ESC)
Fire Suppression System
Tire Pressure Monitoring System (TPMS)
Lane Departure Warning System (LDW)
Static Aiming Light System
Backup Camera with In-Dash Display
Roof Hatches
Integrated Emergency Evacuation Kit

SALES QUOTE



Quote Description: 9057

Quote ID: 446563

Prepared For:

Company Name Commonwealth of Virginia
James Madison University
Address Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Date: 04/11/2023

11:37:26

Acct.
Mgr:

Telephone: 540-568-4160

Fax: 540-658-7935

CX45E_2024

QTY 1

Standard Features

Body

Energy Absorbing Front & Rear Bumper
Stainless Steel Chassis
Stainless Steel Windshield
Stainless Steel Side Window Frames
One Piece Galvanized Steel Side Walls
One Piece Aircraft-Quality Aluminum Roof
Aluminum Pantograph Baggage Bay Doors

Braking System

Six Wheel Disc Brakes

Electric Powertrain

Permanent Magnet Drive Motor
(310 kW nominal power - 360 kW peak)
Battery NMC Lithium Ion (US make)
Energy Content 676 kWh
Range 220 miles (355 km)
Range (Service) 195 miles (310 km)
Traction System Siemens ELFA II
Compatible w/Proterra charging systems

Restroom

Monogram Sanitation Toilet, Flush Type
Supplementary Holding Tank

Seating

56 Passenger Kiel 1020, FMVSS 210

Seats with Footrests & 3-Point Seat Belts
ISRI 6800/348 Adjustable Drivers Seat
Seat Drawing CX 45089 US8

Steering

IMMI VIP Smartwheel
ZF Variable Ratio Steering

Electrical and Lighting

Projector Beam Headlights
LED Daytime Running Lights
LED Side Marker Lamps w/ Turn Signal
Full Multiplex System
High Mount LED Brake Light
LED Interior Ceiling Aisle Lights
Front Side Cornering Lights
LED Tail & Reverse Lights
Dash Mounted Volt Cut-Off Switch
Battery Equalizer
Easily Serviceable Tail Lights
LCD Multi-Function Driver Display
Automatic Entrance Lighting
Keyless Ignition Switch
Curb Side Lighting
ViriCiti Telematics
Solar Panels-720W (2 panels)

Climate Control

Integrated HVAC System
Eberspacher Sutrak
134a Refrigerant

Suspension

Front & Tag Axle Independent Suspension
Dana/Spicer Drive Axle Ratio - 3.42:1
RHS Kneeling System with Interlock

Full Coach Raising and Lowering
Tag Axle Loading System
Maintenance Free King Pins
Six Wheel Disc Brakes
Six Wheel Utilized Hubs

Wheels and Tires

Alcoa Dura Bright Aluminum Wheels (8)
315/80R 22.5 Goodyear Marathon LHS+HL

Interior

Additional grab handle at front/rear doors
Two Piece Drivers Windshield
Keyed Alike Baggage & Service Doors
Leatherette Ceiling & Parcel Racks
Wood Look Flooring
Microphone

Safety

Roof Hatches
3-Point Passenger Seat Belt (FMVSS)
Antilock Braking System (ABS)
Automatic Traction Control (ATC)
Daytime Running Lights
Electronic Stability Control (ESC)
Fire Suppression System
Tire Pressure Monitoring System
Lane Departure Warning System (LDW)
Static Aiming Light System
Back Up Camera

Standard Warranty

Van Hool Coach Base Warranty:
30 months/250,000 miles
Van Hool Structural Integrity:
60 months/300,000 miles
Proterra Battery Warranty:
100% parts and labor, battery capacity
80%
or greater: 300,000 miles / six (6) years.
Siemens Drivetrain Warranty:
2 years/124,274 miles
Ancillary Hardware:
100% parts and labor, 30 months and
subject to acceptable conditions of use

Optional Features

Battery	Proterra 10yr Ext Warranty
Drive Motor	Siemens 5yr Ext Warranty
Solar Panel System	Merlin w/Smart Charge, 720W
Viriciti Telematics	Viriciti Telematics
110V USB Outlet in Parcel Rack	(2)
Flooring Options	Wood - 8297 Yosemite
Number of Passengers	56
Seat Type	Kiel 1020
Seat Cover	Standard Fabric
Driver Seat Cover	Fabric
Outlets	110V USB Outlets w/Inverter
REI Elite HDMI Type E System	Dash DVD/Multi Media Mod Panel
Monitors	(6) 15.6"
360 Exterior View System	REI 360 4 Camera System

Quote ID: 446563

Quote ID: 446563

Note: Order Total Excludes "All Applicable Federal, State and Local Taxes"
FET included if applicable)

ORDER TOTAL**\$1,067,308.00**

To secure your order, sign below and return this form with a deposit of \$0.00 per unit, subject to final sales documentation. Which said final sales documentation is to be signed by Customer within 7 days of quotation signature or pricing and terms will be subject to change by ABC.

ORDER SUBJECT TO AVAILABILITY: All new Van Hool coaches FOB, Winter Garden, Florida. All other new coach models or pre-owned coaches FOB, ABC Location. The final price and delivery date will be determined upon receipt of the final approved paint design, final specification, options, VIN verification and signing of final sales documentation. All trades and allowances related thereto are subject to the trade meeting all applicable trade-in requirements, final vehicle inspection and ABC's receipt of free and clear title. ABC may keep the security deposit in the event this order is cancelled or terminated by customer.

ABC Bus, Inc. appreciates your support and interest in our products. We look forward to serving your transportation needs. Thank you.

Agreed and Accepted _____ **Date** _____

Printed Name _____

ABC Approval _____ **Date** _____

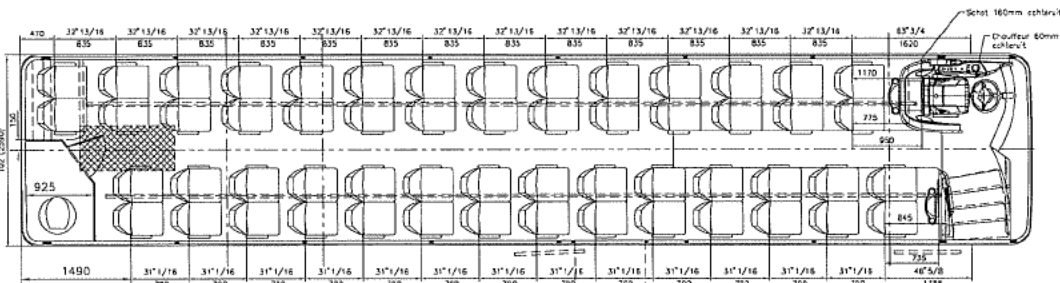
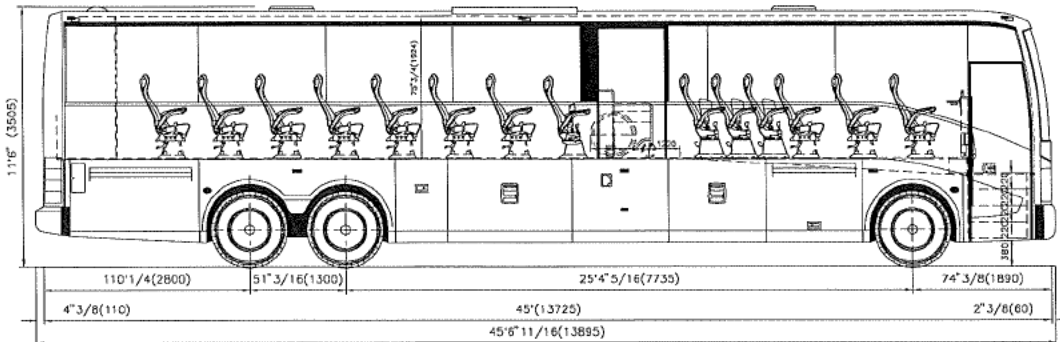
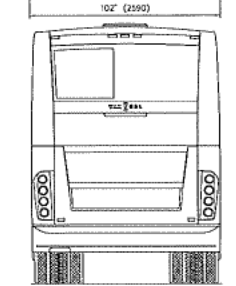
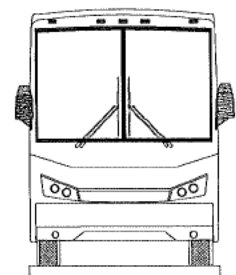
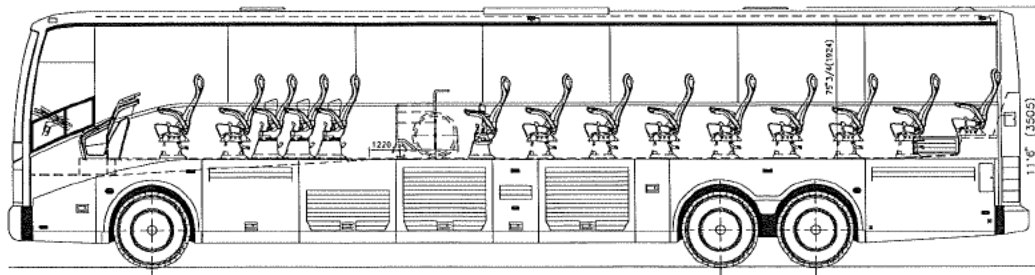
Printed Name _____

Unless otherwise indicated on the quote provided to Customer, written quotations by ABC shall expire automatically 30 days after the date appearing on the quotation. Prior to the expiration date, any quotation is subject to change by ABC at any time upon written notice to Customer unless ABC receives Customer's return signature on the quotation within the aforementioned validity period.

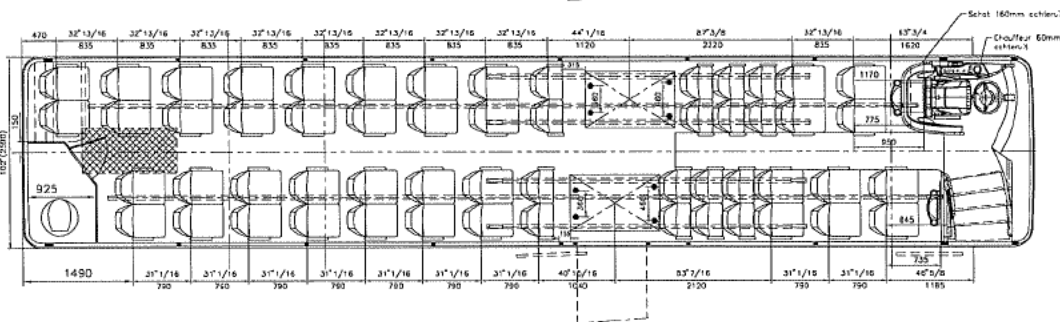


ABC Bus, Inc.

Floorplans
Van Hool, CX45E



56 SEATS+DRIVER



42 SEATS+DRIVER
2 Wheelchairs

WAT HOU, RETIENE THE RIGHT TO MODIFY
PRESENT DRAWING IN ORDER TO ADAPT SAME
TO THE FINAL PRODUCTION CHANGES

AANTAL ROLSTOELN+
LENGTE RAILS VOOR SCHUIFSTOELN
ZIE BESCHRIJVING
Plannr 9.210.9123

C	Plan rolls + posite rolstoelpoljes is gewijzigd	<DNA>	E.V.W.	13-04-2021
B	PK101120 Stoelen aangepast	<DNA>	E.V.W.	25-03-2021
A	PK83461 Stoelen rechts aangepast	<DNA>	E.V.W.	27-09-2019
VERSE	WUZINGEN			
1	SYMBOL	NAAM	DATE	WETAL
	CET	Nogels Tom	<DNA>	19-02-2019
	VISUM	E.V.W.		
STANDARD SEAT LAY-OUT		PSNR / TREFW	1/50	
CX-45E		30021		
USA		Model 2020		
		CODE	WI RUWVER	FORU OS MS
			CX-45090/R/	





Estimated Delivery

Van Hool, CX45

Final delivery dates are dependent upon date of receipt of award/Purchase Order and final spec selection. We anticipate delivery to start in Q1/2024.

Van Hool, CX45E

Final delivery dates are dependent upon date of receipt of award/Purchase Order and final spec selection. We anticipate delivery to start in Q2/2024.



Management Plan

The management of this contract would be conducted by specific key personnel of ABC Bus, Inc. ("ABC"). This would include all processes from the receipt of the initial order, oversight of the ordering and production processes, quality control, final delivery and warranty administration for the completed unit. All employees related to this contract from both a service and sales perspective are employees at the ABC Florida office, which is located at 17469 West Colonial Drive, Winter Garden, FL 34787.

Order Processing:

New order processing will be the responsibility of ABC's Vehicle Inventory Control Department. All new orders will be processed and submitted to Van Hool within 48 hours of receipt.

A pre-production meeting will be scheduled to take place after receipt of award/ purchase order to verify the final spec selection.

Status Reporting:

Regular reporting including production updates and scheduling will be the responsibility of ABC's Vehicle Inventory Control Department.

Quality Assurance:

In addition to the QA programs at Van Hool, ABC will utilize our New Coach Operations Manager and personnel at the Florida facility, to install any DIOs and inspect all units prior to delivery.

Delivery:

Final delivery of the vehicle will be completed by representatives of ABC either at ABC's Florida location or to an address of your choice. At the time of delivery, the end user will have the opportunity to review the vehicle for damage in transit and will receive a series of documentation including certificates of origin, warranty guidelines and contact information for key personnel at ABC.

Warranty Administration:

The administration of all warranty claims will be processed by our staff in the Florida location. The warranty process for this contract have been identified in this response.

All product warranties will be initiated by ABC after notice of acceptance of delivery. After final acceptance, a package will be sent to the end user with the warranty documentation completed and filed with the appropriate vendor.

Parts Administration:

ABC stocks over \$25 million in replacement parts. We are not limited to parts for our manufacturers and stock parts for almost every commercial bus manufacturer in the United States. ABC represents numerous motor coach and cutaway shuttle bus manufacturers as well as van converters and has access to parts for almost every product currently available in the United States. This will ensure that your fleet will be able to continue to operate with minimal down time.

The customer service professionals in our parts department are located at each facility and will work directly with our numerous parts facilities throughout the United States to provide the parts necessary for warranty repairs. This allows for a rapid response to warranty claims, and shipment of parts to expedite the repair process.

ABC would like to extend an invitation for you to come to our Winter Garden Florida location to test drive and inspect a coach. Due to limited inventory at this time, we are currently unable to bring a coach to James Madison University.

Communications and entertainment systems along with marquee notification

Communications System

- All coaches come standard with 2 microphone jacks as well as a mounted microphone in the driver area.
- Additional microphone jacks can be added upon request.
- Wireless microphone options are available through our REI A/V system.

Entertainment System

- Standard system provider is REI.
- Depending on coach model, we can offer 4-7 monitors on our coaches.
- The system comes standard with DVD player in the dash (integrated into head unit), but it can be deactivated if required by DOT.
- Standard system is full HDMI with multi-media hub allowing an HDMI input for external devices (tablets, laptops, etc.).
- Additional equipment available are: Streaming infotainment system, wireless microphone, parcel rack mounted DVD player, safety media player, satellite TV, premium sound system with subwoofers and tweeters.

Marquee Notification

- Standard system provider is AESYS.
- Availability to install front, side, and/or rear destination signs
- Signs are mounted internally to vehicle but face externally to display
- Multiple controller options available
 - Standard sign controller allows for full control of signs only.
 - Upgraded controller allows destination sign system diagnostics, system expandability to voice prompts at shuttle stops (if coach will be multi use over and above the sports team), system expandability to push new destination listings to the coach remotely.



Interior



Modified Parcel Racks



Vision Grid Blue Fabric Matrix w/leather inserts



Trade-In Estimate

Year	Description	Mileage	VIN	Trade Allowance
2012	56 Passenger Motorcoach	188,000 miles	2MG3JMBA7CW066246	\$80,000.00

Purchaser understands that if he uses a Trade-In(s) to partially pay for the new Vehicle(s), he will deliver the Trade-In(s) to the Seller either before or when he takes delivery of the new Vehicle(s), at the latest. Purchaser agrees that the Trade-In(s) will be re-inspected by the Seller upon delivery, and Seller has the right to reject the allowance stated on the front of this Agreement, if conditions, specifications or other particulars of the Trade-In Vehicle(es) have changed. Purchaser agrees that if he chooses to deliver the Trade-In(s) to the Seller prior to taking delivery of the new Vehicle(s), Seller may sell the Trade-In(s) at any time and at any price Seller considers to be appropriate. Purchaser guarantees that he will deliver the Trade-In(s) to the Seller with clear proof of ownership, and that he will provide the Seller with all necessary information that is required to obtain the Certificate of Title, and that he warrants good and marketable title.



ABC Bus, Inc.

Pictures

Winston-Salem University

Alabama State University

Albany State University

Ohio State University



Winston-Salem University



Vision Grid Blue Interior Matrix seats featuring tray tables





Alabama State University



Vision Grid Silver Interior Matrix featuring enclosed parcel racks





Albany State University







Ohio State University





6. ABC Bus Standard Purchase Agreement & Delivery Documents





Purchase Agreement and Bill of Sale

Purchaser
or
Lessee:

#

Address:

ENTITY:

Phone: - Fax: -

Purchaser hereby orders the following Bus(es) and optional equipment to be delivered as set forth herein which Purchaser agrees to accept and pay for at the price(s) and on the terms and conditions hereinafter set forth:

YEAR	MAKE	MODEL	VIN	SALES PRICE	QTY	EXTENDED PRICE
<p>CUSTOMER SEAT BELT CHOICE:</p> <div style="display: flex; justify-content: space-around;"> <div> <input type="checkbox"/> Coach with no passenger seat belts </div> <div> <input type="checkbox"/> Coach equipped with 2-point passenger seat belts </div> <div> <input checked="" type="checkbox"/> Coach equipped with 3-point passenger seat belts </div> </div>						
LESS DISCOUNT						
ADD DELIVERY FEE						
ADD DOCUMENTATION FEE						
ADD FEDERAL EXCISE TAX						
ADD TITLE & REGISTRATION FEE						
ORDER TOTAL						
TRADE IN DETAIL**						
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Trade VIN</u>	<u>Trade Allowance</u>	<u>Lien</u>	<u>Trade Equity Applied</u>
LESS TRADE EQUITY APPLIED TO DEAL*						
ADD STATE & LOCAL TAXES						
LESS DOWN PAYMENT						
TOTAL DUE ON DELIVERY						

**Please see Annex A to Deal Summary for requirements to be met for the trade-in of the Bus(es) listed above.

*When the amount of Trade Equity above is yet to be determined (TBD), upon confirmation of final trade equity amounts, such amount shall be applied to the Total Due on Delivery.

This Agreement is subject to all provisions, terms and conditions contained in the applicable Schedules marked below and sales quote all of which are attached hereto and by reference are made a part hereof. Failure to timely provide specifications for optional equipment, paint, letters, tires and other specifications may result in delivery delay. This Agreement shall supersede any and all prior agreements whether written or oral.

Schedules:

☒ Schedule A ☐ Schedule B ☐ Schedule F
☒ Schedule A.1 ☐ Schedule B.1 ☐ Schedule F.1
☐ Schedule A.2

Signature of Purchaser

Printed Name, Title

Date

Accepted by ABC

Printed Name, Title

Date

This is a commercial transaction. The equipment purchased hereunder is not for household or consumer use.

Date Printed 05/15/2017

Time Printed 9:26:34

ABC BUS, INC.
California
1485 Dale Way
Costa Mesa, CA 92626
800-322-2877

ABC BUS, INC.
Florida
17469 West Colonial Drive
Winter Garden, FL 34787
800-222-2871

ABC BUS, INC.
Minnesota
1506 30th Street N.W.
Faribault, MN 55021
800-222-2875

ABC BUS, INC.
New Jersey
1494 Federal Street
Camden, NJ 08105
800-222-2873

ABC TEXAS BUS SALES, INC.
Texas
1702 S. Great Southwest Parkway
Grand Prairie, TX 75851
800-222-2877



SCHEDULE A (VAN HOOL)

ADDITIONAL TERMS AND CONDITIONS



1. **Company.** The Company or Seller as used herein shall mean ABC Bus, Inc., its parent or one of its subsidiaries or affiliates.

2. **Acceptance.** All orders are subject to written acceptance by the Company in its sole discretion at its offices located in Winter Garden, Florida. Errors or omissions in quotations are subject to correction at any time.

3. **Trade-In(s).** Purchaser understands that if he uses a Trade-In(s) to partially pay for the new Bus(es), he will deliver the Trade-In(s) to the Seller either before or when he takes delivery of the new Bus(es), at the latest. Purchaser agrees that the Trade-In(s) will be transported by the Seller upon delivery, and Seller has the right to reject the allowance stated on the front of this Agreement, if conditions, specifications or other particulars of the Trade-In(s) have changed. Purchaser agrees that if he chooses to deliver the Trade-In(s) to the Seller prior to taking delivery of the new Bus(es), Seller may sell the Trade-In(s) at any time and at any price Seller considers to be appropriate. Purchaser guarantees that he will deliver the Trade-In(s) to the Seller with clear proof of ownership, and that he will provide the Seller with all necessary information that is required to obtain the Certificate of Title, and that he warrants good and marketable title.

4. **Failure to Take Delivery.** Purchaser understands that Seller may retain the earnest money deposit Purchaser has given Seller as an offset to Seller's damages if Purchaser fails to complete the purchase for whatever reason. Purchaser also understands that Purchaser may be responsible for any other damages which Seller may incur as a result of Purchaser's failure to perform his obligations under the terms of this Agreement. If purchaser has delivered the Trade-In(s) to Seller prior to delivery, Seller may retain the Trade-In(s) and sell it to reimburse Seller for the expenses of repairing, storing, or reconditioning the Trade-In(s) and for other expenses or losses Seller may incur as a result of Purchaser's failure to perform Purchaser's obligations under this Agreement.

5. **Delivery & Delay in Delivery.** Purchaser agrees the Bus(es) and optional equipment are to be delivered F.O.B. Winter Garden, Florida. Purchaser understands that Seller is not responsible for delays in delivery caused by the Manufacturer or the Shipper, or by accidents, fires, or other causes beyond Seller's control. Purchaser also understands that Seller does not control the Manufacturer and is not part of the Manufacturer and does not warrant for the Manufacturer. Purchaser further understands that delivery dates are best estimates and not of the essence. No contract has been made to deliver the Bus(es) on a specified date unless agreed to in a separate writing and signed by an officer of the Company.

6. **Design Changes by the Manufacturer.** Purchaser understands that the Manufacturer has the right to change the design of the Bus(es), its chassis, its parts or accessories at any time, without notice to Seller or to Purchaser. In the event of a change in design, Seller has no duty or obligation to Purchaser except to deliver the Bus(es) as made by the Manufacturer.

7. **Terms of Sale.** In addition to the terms of sale listed on the first page of this Agreement, the sale of the new Bus(es) hereby to Purchaser is made solely on the terms and conditions set forth herein and schedules attached hereto, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.

8. **Terms of Payment.** Seller warrants that it has good title and is transferring the Bus(es) free and clear of all liens and encumbrances. Terms of payment are subject at all times to prior approval of the Company's credit department. Method of payment may include a cash sale, third party financing or financing which may be obtained through the Company, subject to a credit check and satisfactory credit rating of Purchaser. If at any time the financial or operational condition of the Purchaser changes or does not justify continuance of the transaction set forth herein, the Company may require full or partial payment in advance, or may, in its sole discretion, cancel or delay the Purchase Agreement.

9. **Default.** Upon default, in addition to damages and the remedies provided for herein and in law or equity, Purchaser agrees to pay all costs of collection incurred by the Company, including, but not limited to, attorney's fees, court costs, and costs, damages and expenses associated herewith. All past due amounts shall bear interest at the highest rate allowed by law. Purchaser shall not be entitled to offset against or postpone payment for any reason whatsoever unless otherwise agreed to in writing.

10. **Limited Warranty Limitation of Liability.** The warranty for the Bus(es) is contained in the attached "Limited Warranty and Extended Components Coverage" the terms of which are incorporated hereto and made a part hereof. There are no other warranties, express or implied, the Company expressly disclaims any implied warranty of merchantability or fitness for a particular purpose. Except for the Company's limited warranty obligations referred to herein, the Company, its parent, affiliates, shareholders, officers, directors, employees, successors and assigns will not incur and specifically disclaims any responsibility for any damages whatsoever including, but not limited to, damage or loss affecting other products or services, loss of profits or income, loss of utilization of equipment, cost of capital, cost of temporary equipment, supplementary expenses incurred in using existing or alternate equipment, claims by Purchaser's customers, penalties, fines, or any special or punitive damages, direct or indirect.

11. **Insurance.** Purchaser agrees to provide evidence of insurance at time of delivery.

12. **Taxes.** Purchaser understands that the price of the Bus(es) does not include taxes, duty, excise, VAT, use or sales taxes, or any other taxes or assessments now or hereafter imposed, levied, or increased, and such tax or taxes shall be added to the purchase price of the Bus(es) where applicable and paid by the Purchaser in the same manner and with the same effect as if originally added thereto.

13. **Coach Ownership.** The Bus(es) remains the property of the Seller until the entire purchase price is paid, including the items referred to in Section 12. Special agreements, later alterations of this purchase order and any other promises are not valid unless confirmed in writing by Seller.

14. **Force Majeure.** The Company shall not be liable for any default of its obligations or for delay attributable to any cause or circumstance beyond its control or the control of its suppliers, manufacturers, or from transport delays which impede or delay manufacture, supply or delivery of the Bus(es). Such causes or circumstances include, but are not limited to, force majeure, acts of God, governmental acts, decrees, or restrictions, accidents, wars, riots, or civil commotion, fire, storms, floods, strikes, lockouts or other labor problems, restraints affecting shipping or credit, non-arrival or delay of carriers, inadequate or reduced supply or excessive cost of components, transportation or production facilities, and any other such causes. Circumstances or contingencies affecting the Company, its suppliers or manufacturers as to manufacture, supply or delivery. In the event of any such default or delay, the date for shipment and the delivery date shall be extended correspondingly on any orders on which manufacture has already been started by the Company, otherwise, all delivery dates are subject to review and/or cancellation.

15. **Contract.** There are no representations, agreements, warranties, conditions, or obligations, expressed or implied, relating to the subject matter of this sale, other than those set forth herein unless agreed to in writing. No oral modifications or representations are valid unless reduced to writing and signed by an officer of the Company. If any provision herein shall be deemed illegal or unenforceable by a court of competent jurisdiction, then such provision shall be fully severable, and the remaining provisions shall remain in full force and effect.

16. **Confidentiality.** The Purchaser understands and agrees that all information and documentation furnished by the Company is confidential and/or proprietary information and shall be used by both parties only for performing the obligations hereunder. Except for the obligations hereunder, such information may not be appropriated by the Purchaser for its own use or the benefit of a third party without the express written consent of the Company.

17. **Assignment.** This Agreement may not be assigned by the Purchaser without the express written consent of the Company.

18. **Dispute Resolution.** The parties hereby agree to attempt to resolve all disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) promptly, equitably and in a good faith manner, through discussions and negotiations between their respective representatives and a mediator. If mediation does not resolve the dispute, then either party shall have the right to refer any such dispute to and have such dispute finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In each case, the neutral must be a former judge with experience in commercial disputes. The arbitration shall be heard by a single arbitrator appointed by mutual agreement of all parties or, if the parties are unable to agree, the arbitrator shall be appointed by the AAA. Each arbitration shall be conducted in Minneapolis, Minnesota, unless the parties agree otherwise. The award rendered in any arbitration commenced hereunder shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction for its enforcement. Except as provided in Section 18, the parties further agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedure provided herein and then only to enforce or facilitate the execution of the award rendered in such arbitration or court enforcement of this provision. The award rendered shall apportion the costs of the arbitration. The parties shall continue to perform their respective obligations under this Agreement in good faith during the pendency of any dispute or any consultation or arbitration proceeding in connection with such dispute. The arbitrator is not empowered to award damages in excess of direct compensatory damages and each party hereby irrevocably waives any damages in excess of such damages.

19. **Governing Law; Waiver of Jury Trial; Consent to Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Minnesota, without giving effect to the conflicts of laws principles thereof. Each of the parties hereto irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this order, or the transactions contemplated hereby. Subject to Section 18, at the option of the Company, this Agreement may be enforced in any federal court or Minnesota state court sitting in Rice County, Minnesota, and each consents to the jurisdiction and venue of any such court and waives any argument that venue in such forum is not convenient. In the event either party commences any action in another jurisdiction or venue under any law or contract law arising directly or indirectly from the relationship created by the Agreement, the Company at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

20. **Acceptance of Payments.** The employees of Seller are not entitled to receive payments unless they are authorized in writing to do so and such authorization is communicated to Purchaser.

21. **Indemnification.** Purchaser agrees to indemnify Seller for any liability, damage, cost or expense incurred by Seller resulting from the use, operation, custody, or control of the Bus(es) by Purchaser, or its employees or agents.

22. **Warranty.** The Bus(es) may contain HFC refrigerant.

23. **Additional Terms.** As applicable, all nonexempt contracts and vendors will comply with the provisions of 29 CFR Part 470 (Obligation of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). The provisions of the Equal Opportunity Clause at 41 CFR §60-250.5(a) and 41 CFR §60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order as necessary.

24. **Counterparts, Fax, Scan and Electronic Signatures.** This Agreement and all associated sales and delivery documentation may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument. The parties agree that a facsimile, scanned or electronic signature of a party hereto or to any associated sales and delivery documentation shall be deemed to be as legally effective, valid, and binding as a signed original; provided, however, any party providing a facsimile, scanned or electronic signature hereof shall be required to promptly forward a signed original to any requesting party.

25. **California Legal Notice.** An on-road heavy duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.

WARNING: This Area Contains Chemicals Known To The State of California To Cause Cancer and Birth Defects Or Other Reproductive Harm.

Seller is aware of Proposition 65 notice requirements and herein has provided sufficient notice to Purchaser. Purchaser agrees and acknowledges said notice has been given. Seller at no time is the operator of the Bus(es). Operating the Bus may cause exposure which could result in notice requirements. Purchaser agrees to comply with all laws, including without limitation Proposition 65. Purchaser shall hold harmless and indemnify Seller per Section 21 of these Terms and Conditions arising from or related to any failure to warn or insufficiency of a warning.

Full Vin:

Purchaser's Initials _____



**Third Party Authorization for Payoff
And Release of Collateral**

Date of Request:

To:

Phone Number:
For the following contracts & VINs:
Send Payoff to Attn:
Fax Number:

*****This form authorizes your lending facility to send the following information to the following people:**

Payoff Date:	Wire Instructions for the Payoff:
Per Diem Rate:	
Principal and Interest due for	
Full Payoff as of the Payoff Date:	

- 1) **Send Quote Payoff To:** Company Name: ABC Bus, Inc. Ph: - Ext.
**Please include a copy of title. Attention: F: -
 Email Address:
- 2) **Accept Payoff Funds From:** Company Name: ABC Bus, Inc. Ph: (507) 334-1871
 Attention: Finance Department F: (507) 334-5670
 Street Address: 1506 30th Street N.W.
 City, State, Zip: Faribault, MN 55021
- 3) **Release Title or UCC to:** Company Name: ABC Bus, Inc. Ph: (507) 334-1871 x30724
 Attention: Title Department F: (507) 333-5660
 Street Address: 1506 30th Street N.W.
 City, State, Zip: Faribault, MN 55021
- If Contract was a Lease,** Company Name: ABC Bus, Inc. Ph: (507) 334-1871
Make Bill of Sale out to: Street Address: 1506 30th Street N.W. F: (507) 333-5660
 City, State, Zip: Faribault, MN 55021

*****PLEASE NOTE THAT THERE SHOULD BE NO SALES TAX ADDED TO THE PAYOFF OR LATE CHARGES UNLESS LISTED HERE:** _____

Authorized by (must be signed by an owner or officer of the company):	
Company Name: _____	By: _____
Phone Number: _____	Fax Number: _____

Upon receipt by Third Party of the wired funds in the specified amount by the designated time on the designated date the lien or lease will be automatically terminated and title to the vehicle will vest in and be sent to ABC at the address shown to the attention of the designated party. The Third Party will take such further action as shall be necessary to evidence the release of the lien as a matter of record or to transfer the title as a matter of public record.

If you have any questions please contact _____ at _____ ext _____.

AFFIDAVIT OF PUBLICITY RELEASE

State of: _____ Date: _____

I, _____ am eighteen (18) years of age. I am authorized to act on behalf of and bind the following company:

I hereby grant permission without additional compensation for the use of my name, company name, photograph or other likeness and/or personal information or testimonial to promote, advertise and/or publicize ABC and/or its products and offerings.

I am submitting this affidavit to ABC Bus Companies, Inc. ("ABC") with the understanding that it will be relied upon by ABC. I hereby, for myself, my heirs, representatives, insurers and assigns, waive and release and forever discharge any and all rights and claims I may have against ABC for any matter, cause or thing whatsoever relating to, or arising in connection with use of my likeness or testimonial on or for any marketing or advertising material of ABC.

Witness: _____

Signed: _____

Print Name:

(Signature of parent or legal guardian if above signatory is under 21 years of age)



ABC COMPANIES INSURANCE VERIFICATION

Please check one:

☐ I confirm that I have liability insurance to cover my purchase of a motor vehicle from ABC:

My Policy Number is: _____

My Agent is: _____

My Insurance Carrier is: _____

☐ I confirm that this motor vehicle will not be operated or parked upon the public streets and highways. This vehicle will be (Please circle one) stored repaired and/or exported at or from the location described below. This vehicle will be insured if and when the vehicle is operated upon public streets and highways.

Address: _____
(Street)

(City, State/Province)

I hereby certify that my statements are true and correct and agree to hold ABC harmless and indemnify ABC for any damages arising from my failure to maintain and/or obtain proper insurance.

Customer Signature

Date

PLEASE PROVIDE A COPY OF INSURANCE CARD WITH VALID INSURANCE POLICY PERIOD.
--



COACH ACCEPTANCE

New Motorcoach

The undersigned authorized representative of:

Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Hereby accepts the following coach from ABC:

Year _____ **Make** VANHOOL **Model** _____

17-Digit VIN: _____

Engine S/N: _____

If Applicable:

Detroit Engines Only

Transmission S/N: _____

Contact information for notification on
engine codes (Virtual Technician System)

Odometer Reading: _____

Contact Name: _____

Phone Number: _____

Email: _____

It is herewith acknowledged and accepted that the coach is free of damages and faults, delivered in accordance with the specifications of the Quote (if applicable), Deal Summary (if applicable), and Purchase Agreement except for the following items:

EXCEPT AS NOTED ABOVE, COACH IS ACCEPTED FOR DELIVERY

Accepted By: _____

Signature _____

Printed Name and Title _____

Date _____

Time _____

Driver's License No _____

State/Province Issued _____



RECEIPT OF DOCUMENTS/MANUALS

COMPANY:		DATE:	
OWNER:		VIN NUMBER:	

We have received the documents and manuals noted below. We understand that VAN HOOOL N.V. and ABC BUS, INC. reserve the right to make changes and corrections to these materials at any time for technical or other reasons. It is our responsibility to read and understand the information contained in these materials, especially as it relates to safe operation and maintenance of the equipment.

RECEIVED AT DELIVERY	NOT AVAILABLE AT TIME OF DELIVERY	REFERENCE #	QTY
<input type="checkbox"/> Operating Manual	<input type="checkbox"/>	Ref #	One (1)
<input type="checkbox"/> Maintenance Manual	<input type="checkbox"/>	Ref #	One (1)
X Parts Manual	www.abc-companies.com/pages/van_hool_manuals		
<input type="checkbox"/> Electrical Schematics	<input type="checkbox"/>		One (1)
<input type="checkbox"/> Van Hool Warranty Manual	<input type="checkbox"/>		One (1)
<input type="checkbox"/> Engine Operations Manual	<input type="checkbox"/>	<input type="checkbox"/> Cummins <input type="checkbox"/> Detroit Diesel	One (1)
<input type="checkbox"/> ASTronicTrainingDVD <input type="checkbox"/> N/A	<input type="checkbox"/>		One (1)
<input type="checkbox"/> Wheelchair Tie-downs <input type="checkbox"/> N/A	<input type="checkbox"/>		One (1)
<input type="checkbox"/> RICON Service & Operator Manual (CD) <input type="checkbox"/> N/A	<input type="checkbox"/>		One (1)
<input type="checkbox"/> RICON Certificate of FMVSS Compliance <input type="checkbox"/> N/A	<input type="checkbox"/>		One (1)
<input type="checkbox"/> Braun Service & Operator Manual <input type="checkbox"/> N/A	<input type="checkbox"/>		One (1)
<input type="checkbox"/> ABA Motorcoach Safety DVD	<input type="checkbox"/>		One (1)
X Engine Parameter Setting & Letter	<input type="checkbox"/>		One (1)

The following items are located in your coach:

Hostess microphone & 2 Cords	Set of 2 wood blocks
Drivers microphone (1)	Fire extinguisher (1)
Gray bag with extra keys	Set of reflective triangles (1)
Jack with jack plate (1)	

Any missing items will be shipped to you at no cost when they become available.

OWNER/OWNER
REPRESENTATIVE:

PRINTED NAME

SIGNATURE

ABC REPRESENTATIVE:

PRINTED NAME

SIGNATURE

Rev 3/24/17

Exclusive U.S.  Distributor

POWER OF ATTORNEY FOR A MOTOR VEHICLE

I hereby name and appoint, _____, to be my lawful attorney-in-fact, to act for me, in all matters pertaining to the transfer of title and ownership of the below referenced vehicle, including but not limited to applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, and to print my name and sign their name, in my behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, where I personally present and signing the same.

(ABC Representative's Full Name is Required)

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Year	Make/Manufacturer VANHOOL	Body Type	Title Number
Vehicle Identification Number			

NOTICE TO OWNER: COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

(Name of Company)

(Signature of Owner/Co-owner "Grantor")

(Street Address of Owner / Co-owner "Grantor")

(City) (State/Province) (Zip)

(Driver License Number or FEID Number)
(Please attach copy of front/back of Driver's License)

(Date of Birth, if applicable)

(To be Complete by Notary):

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 _____, by

(Print or Type Name of the Person Making the above Statement)

(Seal)

(Print, Type or Stamp Commissioned Name of Notary)

(Signature of Notary)

Personally Known _____
Or, Produced Identification _____

Type of Identification Produced: _____

SCHEDULE A.1 (VAN HOOL CX/TX)

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE*

1. ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Lessee/Owner each new coach supplied by ABC to be in good condition and free from defects in design, material and workmanship under normal use and service in accordance with the schedule below, subject to the conditions and limitations herein and the limited warranties of the manufacturer's designated below. The Limited Warranty also provides Lessee/Owner with an Extended Components Coverage in accordance with the following Limited Warranty and Extended Components Coverage Schedule, subject to the conditions and limitations hereafter, if selected by Owners. ***Box must be checked for extended components coverage to apply.**

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE SCHEDULE (If Marked)

ITEM	LIMITED WARRANTY	EXTENDED COVERAGE	PERIOD (MONTHS)	MILEAGE	PARTS	LABOR	REMARKS
General Coach: Base	X		30	250,000	100%	100%	Van Hool Base Coverage
Structural Integrity		X	60	300,000	100%	100%	No visual structural damage, cracks, permanent deformation
Engine: Cummins Base	X		24	200,000	100%	100%	See Manufacturer's warranty for terms
Engine: Cummins Extended			60	500,000	100%	100%	See Manufacturer's warranty for terms
Engine: Detroit Diesel Base			24	200,000	100%	100%	See Manufacturer's warranty for terms
Engine: Detroit Diesel Extended			60	500,000	100%	100%	See Manufacturer's warranty for terms
Engine Emissions	X		60	100,000	100%	100%	See Manufacturer's warranty for terms
Transmission: Allison Base	X		24	Unlimited	100%	100%	See Manufacturer's warranty for terms
Transmission: Allison Extended			60	Unlimited	100%	100%	See Manufacturer's warranty for terms
Transmission: ZF Astronic Base			24	200,000	100%	100%	See Manufacturer's warranty for terms
Transmission: ZF Astronic Extended			60	Unlimited	100%	100%	See Manufacturer's warranty for terms; Clutch Pack not covered under ZF Extended Warranty.
Air Conditioning - Carrier	X		30	250,000	100%	100%	
Compressor - Carrier	X		30	Unlimited	100%	100%	See Manufacturer's warranty for terms

NOTES:

- (1) Limited Warranty is for the Time (Months) or Mileage (Mi) whichever occurs first from acceptance date of new coach as evidenced on coach acceptance form.
- (2) Limited Warranty Application and Extended Components Coverage Application are subject to all of the terms and conditions of each applicable manufacturer's warranty.
- (3) Repairs or replacements qualifying under the Limited Warranty and/or Extended Components Coverage must be performed by an ABC workshop or by an authorized dealer of the failed part manufacturer. The owner/lessee is entitled to perform the warranty repair/replacement when qualified through appropriate training, service literature and service tools.
- (4) Limited Warranty Coverage does not apply to outside manufacturer or dealer installed options.
- (5) For details, please review attached manufacturer/supplier documents.
- (6) Warranty on the replacement part is limited to the remaining period/mileage of the original part.
2. ABC's sole obligation and Lessee/Owner's EXCLUSIVE REMEDY with respect to the ABC warranty is limited to reimbursing Lessee/Owner for the parts found to be defective, or, at its option, furnishing replacement parts for any such defective parts free of charge to Lessee/Owner and/or to reimburse Lessee/Owner for reasonable direct labor cost involved in removing and the repairing or replacing any such parts which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in above Schedule.
3. A WARRANTY SHALL NOT APPLY TO:
 - (1) Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
 - (2) Any parts of a coach which has been subject to misuse, neglect, negligence, alterations, accident, participation in sporting events, over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
 - (3) Any part of the coach not supplied to Lessee/Owner with the coach or defects as a result of improper conversion or installation of equipment and parts by other manufacturers or suppliers.
 - (4) Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, antifreeze and all maintenance items used in the repairs or replacements of defective parts.
 - (5) The normal wear and tear of parts such as, but not limited to tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades and air cushions, and clutch material.
 - (6) Glass breakage.
 - (7) Parts which are modified or rebuilt without prior written approval by ABC.
 - (8) Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
 - (9) Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (antifreeze and anticorrosion additives) or release of lubricants.
 - (10) A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
 - (11) All indirect cost and expenses such as, but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach or lost profits or revenues.
 - (12) Any coach on which odometer mileage has been changed or tampered with.
 - (13) Damage from the environment including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightning, flood, water, earthquake, or any Acts of God, etc.
 - (14) Normal deterioration of soft trim and appearance items due to wear and exposure.
 - (15) Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum or products not released for motor vehicles.
 - (16) Any coach registered and normally operated outside the United States of America, Canada or Guam.
4. The Lessee/Owner is responsible for the performance of preventative and normal maintenance services as specified in the applicable manufacturer's maintenance manuals or instructions.
5. All claims hereunder shall be made to the applicable manufacturer in accordance with their respective procedures and guidelines.
6. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.**

WARRANTY CLAIMS

I understand and agree that all warranty claims must be filed with ABC within 30 days of the time of occurrence and that any defective parts must be returned to ABC within that period. Failure to comply with this requirement may void the warranty claim.

Customer Name and Address: _____

ABC Sales/Service Center:	ABC Bus, Inc	Vehicle:	Serial Number:
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Purchase Application Date: _____

Delivery Date: _____

As of the date of application, I have read and understand the terms and conditions of this Certificate of Limited Warranty.

I have inspected the vehicle on this certificate and hereby acknowledge that said information is correct to the best of my knowledge.

Signature of Lessee/Owner _____

Signature of Lessee/Owner or Lessee/Owner's Representative _____

TITLE AND REGISTRATION INSTRUCTIONS

TO: _____

Equipment: VANHOOL

VIN: _____

Seating Capacity: _____

You will be invoiced for any Titling and Registration costs.

FOR ALL DEAL TYPES - COMPLETE THIS SECTION

We must have all information in this section completed to properly process your Title and Registration. An agent for ABC Financial Services will be titling and registering your vehicle.

Do you want IRP/Apportioned tags?* ☐ No ☐ Yes

*If you are IRP/Apportioned we will title only. A title receipt will be sent to you. You will be responsible for completing the registration.

Do you have a license plate to transfer?** ☐ No ☐ Yes **If yes, then please include a copy of the registration.

Mailing/Titling Address: Where do you want the bus titled? Address will be used on the title.

Garage/Registration Address: Address where coaches are located and coach will be registered (do not use a P.O. Box):

Overnight address if different from above (do not use a P.O. Box):

Who do we contact with questions regarding the vehicle?

Name: _____ Phone Number: _____ Email: _____

CUSTOMER SIGNATURE: _____ **FEDERAL ID #** _____

FOR CASH PURCHASES - ALSO COMPLETE THIS SECTION

(Note to ABC Sales Coordinators: IF financed through ABCFS/Gregg Goedde/Shari Sanders do not complete this section.)

Vehicle should be titled as follows:

Buyer's Name: _____

Buyer's Address: _____

Is there a Lien on this Vehicle? ☐ No ☐ Yes (If so, complete the following)

Lienholder Name: _____

Lienholder Address: _____

Do you have a license plate to transfer? ☐ No ☐ Yes (If yes, please include copy of registration)

Completed Title should be sent to: ☐ Customer ☐ Lienholder

MN RV Plates? ☐ No ☐ Yes

LIENHOLDER SIGNATURE: _____ **FEDERAL ID #** _____

If no lien holder please have customer sign here: _____

**AFFIDAVIT FOR ACCEPTANCE OF DELIVERY
OF MOTOR VEHICLE OUTSIDE FLORIDA**

Date: _____

Dealer or Seller:

Name: ABC Bus, Inc.
Address: 17469 West Colonial Drive, Winter Garden, FL 34787

Customer or Purchaser:

Name: _____

Address: _____
(Street) (City)(State/Province)(ZIP)

Description:

Make VANHOOL Model _____ Year _____
Vehicle Identification Number _____
Purchase Price _____

I, said Purchaser of the above described motor vehicle, with the address as previously listed and I, Seller, as designated above and based upon the information provided by the Purchaser, do hereby certify and attest to the following: (a) The delivery of the motor vehicle was accepted outside of the State of Florida; and (b) The motor vehicle listed hereon will not be used in Florida under conditions which will subject said motor vehicle to the Florida sales or use tax.

SELLER:

ABC Bus, Inc.

PURCHASER:

State of: _____
County of: _____

On this day, the _____ of _____, 20____, before me a notary public, personally appeared the Seller and Purchaser, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

State of: _____
County of: _____

On this day, the _____ of _____, 20____, before me a notary public, personally appeared the Seller and Purchaser, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

[SEAL]

Notary Public

[SEAL]



**Affidavit for Partial Exemption of Motor Vehicle Sold
to a Resident of Another State**

DR-123
R. 01/16
Rule 12A-1.097
Florida Administrative Code
Effective 01/16

AFFIDAVIT

State of Florida County of Orange

Before me, the undersigned Notary Public, personally appeared _____

Who, being duly sworn, says that he/she is a resident of the State of _____ and that he/she is the purchaser of the following described motor vehicle.

Name of Purchaser: _____

State of Residence and
Address of Purchaser:

(Street)

(City) (State/Province) (ZIP)

If the non-resident purchaser is a corporation or partnership, an officer or partner must acknowledge the following in order to be allowed the partial exemption:

☐ The vehicle will be removed from this state within 45 days of purchase and will remain outside this state for a minimum of 180 days.

OR

If the vehicle is not removed from this state, an officer or partner in the non-resident corporation or partnership must certify the following:

☐ There is no officer that is a resident of this state.

☐ There is no stockholder who owns at least 10% of the corporation that is a resident of this state.

☐ There is no partner in the partnership who has at least 10% ownership of the partnership that is a resident of this state.

Name of Seller: ABC Bus, Inc.

Address of Seller 17469 West Colonial Drive Winter Garden Florida 34787
(Street) (City) (State/Province) (ZIP)

Seller's Sales Tax Registration Number: Date of Sale: _____

Description of Motor Vehicle:

Make: VANHOOL Model: _____ Year: _____

Vehicle Identification Number: _____ Motor Number: _____

Sales Price: _____ Trade-In Allowance: _____

Sales Tax Paid to the **STATE OF FLORIDA**:

I, _____ understand that I may owe sales tax to the State of _____;
(Purchaser's Initials) (Purchaser's state - Do Not Abbreviate)

- If the state, in which the vehicle is being registered/licensed, does not allow a credit for sales tax paid to the State of Florida; or
- If the state imposes a rate higher than 6%.

I also understand;

- Sales tax is being paid to Florida and not to any other state; and
- I may request a copy of the "motor Vehicle Sales Tax Rates by State" from the above motor vehicle dealer or the Florida Department of Revenue.

This vehicle will be licensed in the State of _____ within forty-five (45) days after the date it was purchased in the State of Florida.

Sworn to (or affirmed) and subscribed before me this _____ day of _____, A.D. _____
(Day of Month) (Month) (Year)

(Signature of Nonresident Purchaser)

(Signature of Notary)

☒ Personally Known ☐ Or Produced Identification

Type of Identification Produced _____

Print, Type or Stamp Name of Notary



Purchase Agreement and Bill of Sale

Purchaser
or Lessee: _____

Address: _____

Phone: _____

Fax: _____

____ Individual
____ Corporation _____ LLC
____ Partnership _____ LLP
____ Public Entity

Purchaser hereby orders the following Vehicles or Bus(es) and optional equipment to be delivered as set forth herein which Purchaser agrees to accept and pay for at the price(s) and on the terms and conditions hereinafter set forth:

YEAR	MAKE	MODEL	VIN	SALES PRICE	QTY	EXTENDED PRICE
						\$ 0
						\$ 0
CUSTOMER SEAT BELT CHOICE: <input type="checkbox"/> Vehicle/Coach with no passenger seat belts. <input type="checkbox"/> Vehicle/Coach equipped with 2-point passenger seat belts. <input type="checkbox"/> Vehicle/Coach equipped with 3-point passenger seat belts.						
LESS DISCOUNT						
ADD DELIVERY FEE						
ADD FEDERAL EXCISE TAX						
ADD DOCUMENTATION FEE						
ADD TITLE & REGISTRATION FEE						
ORDER TOTAL						\$ 0
TRADE IN DETAIL**						
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Trade VIN</u>	<u>Trade Allowance</u>	<u>Lien</u>	<u>Trade Equity Applied</u>
						\$ 0
						\$ 0
						\$ 0
						\$ 0
LESS TRADE EQUITY APPLIED TO DEAL*						\$ 0
ADD STATE & LOCAL TAXES						
LESS DOWN PAYMENT						
TOTAL DUE ON DELIVERY						\$ 0

** The Trade-In Conditions per Schedule G must be met for the trade-in of any vehicles or coaches ("Trade-In") listed herein.

*Subject to final inspection and adjustment. If less, ABC will reimburse you. If greater, you will reimburse ABC. When the amount of Trade Equity above is yet to be determined (TBD), upon confirmation of final trade equity amounts, such amount shall be applied to the Total Due on Delivery.

This Agreement is subject to all provisions, terms and conditions contained in the applicable Schedules marked below and sales quote all of which are attached hereto and by reference are made a part hereof. Failure to timely provide specifications for optional equipment, paint, letters, tires and other specifications may result in delivery delay. This Agreement shall supersede any and all prior agreements whether written or oral.

Schedules:

Schedule A

Schedule B

Schedule F

Schedule G

Schedule A.I (Electric Warranty)

Signature of Purchaser

Printed Name

Title

Date

Accepted by ABC

Printed Name

Title

Date

This is a commercial transaction. The equipment purchased hereunder is not for household or consumer use.

ABC BUS, INC.
California
1485 Dale Way
Costa Mesa, CA 92626
800-322-2877

ABC BUS, INC.
Florida
17469 West Colonial Drive
Winter Garden, FL 34787
800-222-2871

ABC BUS, INC.
Minnesota
1506 30th Street N.W.
Faribault, MN 55021
800-222-2875

ABC BUS, INC.
New Jersey
437 Tonnele Avenue
Jersey City, NJ 07306
201-795-3113

ABC TEXAS BUS SALES, INC.
Texas
1702 S. Great Southwest Parkway
Grand Prairie, TX 75051
800-222-2877



SCHEDULE A (VAN HOOL)
ADDITIONAL TERMS AND CONDITIONS



1. Company. The Company or Seller as used herein shall mean ABC Bus, Inc., its parent or one of its subsidiaries or affiliates.
2. Acceptance. All orders are subject to written acceptance by the Company in its sole discretion at its offices located in Winter Garden, Florida. Errors or revisions in quotations are subject to correction at any time.
3. Trade-Ins. Purchaser understands that if he uses a Trade-In(s) to partially pay for the new Bus(es), he will deliver the Trade-In(s) to the Seller either before or when he takes delivery of the new Bus(es), at the latest. Purchaser agrees that the Trade-In(s) will be re-inspected by the Seller upon delivery, and Seller has the right to reject the allowance stated on the front of this Agreement, if conditions, specifications or other particulars of the Trade-In Bus(es) have changed. Purchaser agrees that if he chooses to deliver the Trade-In(s) to the Seller prior to taking delivery of the new Bus(es), Seller may sell the Trade-In(s) at any time and at any price Seller considers to be appropriate. Purchaser guarantees that he will deliver the Trade-In(s) to the Seller with clear proof of ownership, and that he will provide the Seller with all necessary information that is required to obtain the Certificate of Title, and that he warrants good and marketable title.
4. Failure to Take Delivery. Purchaser understands that Seller may retain the earnest money deposit Purchaser has given Seller as an offset to Seller's damages if Purchaser fails to complete the purchase for whatever reason. Purchaser also understands that Purchaser may be responsible for any other damages which Seller may incur as a result of Purchaser's failure to perform his obligations under the terms of this Agreement. If purchaser has delivered the Trade-In(s) to Seller prior to delivery, Seller may retain the Trade-In(s) and sell it to reimburse Seller for the expenses of repairing, storing, or reconditioning the Trade-In(s) and for other expenses or losses Seller may incur as a result of Purchaser's failure to perform Purchaser's obligations under this Agreement.
5. Delivery & Delays in Delivery. Purchaser agrees the Bus(es) and optional equipment are to be delivered F.O.B. Winter Garden, Florida. Purchaser understands that Seller is not responsible for delays in delivery caused by the Manufacturer or the Shipper, or by accidents, fires, or other causes beyond Seller's control. Purchaser also understands that Seller does not control the Manufacturer and is not part of the Manufacturer and does not work for the Manufacturer. Purchaser further understands that delivery dates are best estimates and not of the essence.
6. Design Changes by the Manufacturer. Purchaser understands that the Manufacturer has the right to change the design of the Bus(es), its chassis, its parts or accessories at any time, without notice to Seller or to Purchaser. In the event of a change in design, Seller has no duty or obligation to Purchaser except to deliver the Bus(es) as made by the Manufacturer.
7. Terms of Sale. In addition to the terms of sale listed on the first page of this Agreement, the sale of the new Bus(es) hereby to Purchaser is made solely on the terms and conditions set forth herein and schedules attached hereto, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.
8. Terms of Payment. Seller warrants that it has good title and is transferring the Buses free and clear of all liens and encumbrances. Terms of payment are subject at all times to prior approval of the Company's credit department. Method of payment may include a cash sale, third party financing or financing which may be obtained through the Company, subject to a credit check and satisfactory credit rating of Purchaser. If at any time the financial or operational condition of the Purchaser changes or does not justify continuance of the transaction set forth herein, the Company may require full or partial payment in advance, or may, in its sole discretion, cancel or delay the Purchase Agreement.
9. Default. Upon default, in addition to damages and the remedies provided for herein and in law or equity, Purchaser agrees to pay all costs of collection incurred by the Company, including, but not limited to, attorneys fees, court costs, and costs, damages and expenses associated herewith. All past due amounts shall bear interest at the highest rate allowed by law. Purchaser shall not be entitled to offset against or postpone payment for any reason whatsoever unless otherwise agreed to in writing.
10. Limited Warranty/Limitation of Liability. THE WARRANTY FOR THE BUS(ES) IS CONTAINED IN THE ATTACHED "LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE" THE TERMS OF WHICH ARE INCORPORATED HERETO AND MADE A PART HEREOF. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES, INCLUDING BUT NOT LIMITED TO WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION IN WHICH THE BUS(ES) MAY BE USED. EXCEPT FOR THE COMPANY'S LIMITED WARRANTY OBLIGATIONS REFERRED TO HEREIN, THE COMPANY, ITS PARENT, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS WILL NOT INCUR AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS AFFECTING OTHER PRODUCTS OR SERVICES, LOSS OF PROFITS OR INCOME, LOSS OF UTILIZATION OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT, SUPPLEMENTARY EXPENSES INCURRED IN USING EXISTING OR ALTERNATE EQUIPMENT, CLAIMS BY PURCHASER'S CUSTOMERS, PENALTIES, FINES, OR ANY SPECIAL OR PUNITIVE DAMAGES, DIRECT OR INDIRECT.
11. Insurance. Purchaser agrees to provide evidence of insurance at time of delivery.
12. Taxes. Purchaser understands that the price of the Bus(es) does not include taxes, duty, excise, VAT, use or sales taxes, or any other taxes or assessments now or hereafter imposed, levied, or increased, and such tax or taxes shall be added to the purchase price of the Bus(es) where applicable and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
13. Coach Ownership. The Bus(es) remains the property of the Seller until the entire purchase price is paid, including the items referred to in Section 12. Special agreements, later alterations of this purchase order and any other promises are not valid unless confirmed in writing by Seller.
14. Force Majeure. The Company shall not be liable for any default of its obligations or for delay attributable to any cause or circumstance beyond its control or the control of its suppliers, manufacturers, or from transport delays which impede or delay manufacture, supply or delivery of the Bus(es). Such causes or circumstances include, but are not limited to, force majeure, acts of God, governmental acts, decrees, or restrictions, accidents, wars, riots, or civil commotion, fire, storms, floods, strikes, lockouts or other labor problems, restraints affecting shipping or credit, non-arrival or delay of carriers, inadequate or reduced supply or excessive cost of components, transportation or production facilities, and any other such causes, circumstances or contingencies affecting the Company, its suppliers or manufacturers as to manufacture, supply or delivery. In the event of any such default or delay, the date for shipment and the delivery date shall be extended correspondingly on any orders on which manufacture has already been started by the Company, otherwise, all delivery dates are subject to review and/or cancellation.
15. Contract. There are no representations, agreements, warranties, conditions, or obligations, expressed or implied, relating to the subject matter of this sale, other than those set forth herein unless agreed to in writing. No oral modifications or representations are valid unless reduced to writing and signed by an officer of the Company. If any provision herein shall be deemed illegal or unenforceable by a court of competent jurisdiction, then such provision shall be fully severable, and the remaining provisions shall remain in full force and effect.

16. Confidentiality. The Purchaser understands and agrees that all information and documentation furnished by the Company is confidential and/or proprietary information and shall be used by both parties only for performing the obligations hereunder. Except for the obligations hereunder, such information may not be appropriated by the Purchaser for its own use or the benefit of a third party without the express written consent of the Company.

17. Assignment. This Agreement may not be assigned by the Purchaser without the express written consent of the Company.

18. Dispute Resolution. The parties hereby agree to attempt to resolve all disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) promptly, equitably and in a good faith manner, through discussions and negotiations between their respective representatives and a mediator. If mediation does not resolve the dispute, then either party shall have the right to refer any such dispute to and have such dispute finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In each case, the neutral must be a former judge with experience in commercial disputes. The arbitration shall be heard by a single arbitrator appointed by mutual agreement of all parties or, if the parties are unable to agree, the arbitrator shall be appointed by the AAA. Each arbitration shall be conducted in Minneapolis, Minnesota, unless the parties agree otherwise. The award rendered in any arbitration commenced hereunder shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction for its enforcement. Except as provided in Section 19, the parties further agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedure provided herein and then only to enforce or facilitate the execution of the award rendered in such arbitration or court enforcement of this provision. The award rendered shall apportion the costs of the arbitration. The parties shall continue to perform their respective obligations under this Agreement in good faith during the pendency of any dispute or any consultation or arbitration proceeding in connection with such dispute. The arbitrator is not empowered to award damages in excess of direct compensatory damages and each party hereby irrevocably waives any damages in excess of such damages.

19. Governing Law; Waiver of Jury Trial; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of Minnesota, without giving effect to the conflicts of laws principles thereof. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this order, or the transactions contemplated hereby. Subject to Section 18, at the option of the Company, this Agreement may be enforced in any federal court or Minnesota state court sitting in Rice County, Minnesota; and each consents to the jurisdiction and venue of any such court and waives any argument that venue in such forums is not convenient. In the event either party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by the Agreement, the Company at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

20. Acceptance of Payments. The employees of Seller are not entitled to receive payments unless they are authorized in writing to do so and such authorization is communicated to Purchaser.


21. Indemnification. Purchaser agrees to indemnify Seller for any liability, damage, cost or expense incurred by Seller resulting from the use, operation, custody, or control of the Bus(es) by Purchaser, or its employees or agents.

22. Warning. The Bus(es) may contain HCFC refrigerant.

23. Additional Terms. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligation of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). The provisions of the Equal Opportunity Clauses at 41 CFR §60-250.5(a) and 41 CFR §60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order as necessary.

24. Counterparts, Fax, Scan and Electronic Signatures. This Agreement and all associated sales and delivery documentation may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument. The parties agree that a facsimile, scanned, or electronic signature of a party hereto or to any associated sales and delivery documentation shall be deemed to be as legally effective, valid, and binding as a signed original; provided, however, any party providing a facsimile, scanned or electronic signature hereof shall be required to promptly forward a signed original to any requesting party.

25. California Legal Notice. An on-road heavy duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.

 **WARNING:** Operating, servicing and maintaining a motor coach or bus can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Seller is aware of Proposition 65 notice requirements and herein has provided sufficient notice to Purchaser. Purchaser agrees and acknowledges said notice has been given. Seller at no time is the operator of the Bus(es). Operating the Bus may cause exposure which could result in notice requirements. Purchaser agrees to comply with all laws, including without limitation Proposition 65. Purchaser shall hold harmless and indemnify Seller per Section 21 of these Terms and Conditions arising from or related to any failure to warn or insufficiency of a warning.

26. APPLICABLE TO ELECTRIC COACHES ONLY:

Battery-electric and fuel cell electric vehicles may perform differently than internal combustion vehicles. Prior to purchasing a battery-electric or fuel cell electric vehicle, it is recommended that purchasers consider the following criteria, in addition to others, to ensure that the vehicle they are purchasing is capable of meeting the needs of their particular vocation or work cycle:

- 1. The ability to accelerate and maintain speed up on a graded road;*
- 2. Acceleration and maximum speed requirements;*
- 3. The range on a specific work cycle and with varying loads;*
- 4. The impacts of heating, ventilation, and air conditioning (HVAC) usage on range;*
- 5. The ability to access charging or fueling infrastructure and anticipated charging/refueling times;*
- 6. The potential for battery degradation over the life of the vehicle and best practices to prolong battery life;*
- 7. The impact of battery degradation on top speed, the vehicle's ability to do work, range, etc.;*

8. The possibility that zero-emission powertrains may result in an increased vehicle curb weight or affect the weight distribution of the vehicle and thus reduce the allowable payload; and

9. The effect of environmental factors, such as ambient temperature, humidity and air quality, on vehicle performance and durability.

VIN _____
Purchaser's Initials _____

Revised 11/21/2022

SCHEDULE A.1 (VAN HOOL ELECTRIC COACH WARRANTY)

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE* (VAN HOOL CX45E and TDX25E)

1. ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Lessee/Owner each new coach supplied by ABC to be designed, built and equipped so it conforms at the time of sale to the ultimate purchaser with the applicable greenhouse gas emission requirements of the Environmental Protection Agency (USA and Canada) and (if applicable) of the Californian Air Resources Board and to be in good condition and free from defects in design, material and workmanship under normal use and service in accordance with the schedule below, subject to the conditions and limitations herein and the limited warranties of the manufacturer's designated below. The Limited Warranty also provides Lessee/Owner with an Extended Components Coverage in accordance with the following Limited Warranty and Extended Components Coverage Schedule, subject to the conditions and limitations hereafter, if selected by Owners. *Box must be checked for components coverage or extended coverage to apply.

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE SCHEDULE (If Marked)

ITEM	LIMITED WARRANTY	EXTENDED COVERAGE	PERIOD (MONTHS)	MILEAGE	PARTS	LABOR	REMARKS
General Coach: Base	X		30	250,000	100%	100%	Van Hool Base Coverage
Structural Integrity	X		60	300,000	100%	100%	See Van Hool 5 Year Structural Anti-Corrosion Warranty, Attachment A/Exhibit 1 below.
Vehicle Emissions Original Equipment Tires (**)	X		24	24,000	100%	100%	(**) ABC warrants the original equipment tires installed on this coach only against defects in materials and workmanship only to the extent such defects cause the coach to fail to comply with applicable U.S. greenhouse gas emission limits ("Warrantable Emissions Failures").
ASA Back Up Camera	X		30	250,000	100%		No labor.
Dialight	X		Lifetime	Lifetime	100%		No labor. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions
Safe Fleet	X		30	n/a	100%		No labor.
Kidde Fire Alarm System	X		24	n/a	100%	100%	
Monogram Sanitation	X		24	n/a	100%	100%	Labor at rate of \$35.60/USD.
RCA Flooring			Various	n/a	100%	n/a	Center aisle rib & under seat smooth flooring warranted 12 years; Tread and entrance area products warranted for 1 year.
Smartire Tire Monitoring	X		36	n/a	100%		No labor.
Transpec Roof Hatches	X		36	n/a	100%		No labor.
Vanner Inverter	X		24	n/a	100%		No labor.
Vanner Equalizer	X		24	n/a	100%		No labor.
Siemens	X		24	124,274			See Exhibit 3. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions
Siemens Extended Warranty			60	310,685			See Exhibit 3. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions
Proterra Battery	X		72	300,000			See Exhibit 2. 100% parts and labor -- battery capacity 80% or greater, subject to actual operational load and to acceptable conditions of use. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Proterra Battery Extended Warranty			120	500,000			See Exhibit 2. 100% parts and labor only, subject to actual operational load and to acceptable conditions of use. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Proterra Battery Ancillary Hardware	X		30	n/a			See Exhibit 2. 100% parts and labor only, subject to actual operational load and to acceptable conditions of use. Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Drive Axle DANA Base	X		36	Unlimited	100%	100%	
HVAC – Espar/Eberspacher	X		30	250,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions, including compressor, preheater, front heater, and convactor floor heaters
HVAC Leakage	X		60	100,000	100%	100%	Applicable to MY2021 and newer coaches
Audio/DVD Bosch or REI			24	Unlimited	-	-	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Lift Braun Base			36	n/a	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to TDX25

NOTES:

- (1) Limited Warranty is for the Time (Months) or Mileage (Mi), whichever occurs first, from original acceptance date of new coach by first purchaser or lessee as evidenced on coach acceptance form.
- (2) Limited Warranty Application and Extended Components Coverage Application are subject to all of the terms and conditions of each applicable manufacturer's warranty.
- (3) Repairs or replacements qualifying under the Limited Warranty and/or Extended Components Coverage must be performed by an ABC workshop or by an authorized dealer of the failed part manufacturer. The owner/lessee is entitled to perform the warranty repair/replacement when qualified through appropriate training, service literature and service tools.
- (4) Limited Warranty Coverage does not apply to outside manufacturer or dealer installed options.
- (5) For details, please review attached manufacturer/supplier documents.
- (6) Warranty on the replacement part is limited to the remaining period/mileage of the original part.
- (7) Certain additional exclusions/limitations apply to certain suppliers; please also refer to the applicable Van Hool Owner Warranty Manual for further terms and conditions.
- (8) The HVAC leakage warranty period covers every part which causes leakage to occur that would cause the coach to be no longer compliant to its applicable EPA/CARB certification.

ABC's sole obligation and Lessee/Owner's EXCLUSIVE REMEDY with respect to the ABC warranty is limited to reimbursing Lessee/Owner for the parts found to be defective, or, at its option, furnishing replacement parts for any such defective parts free of charge to Lessee/Owner and/or to reimburse Lessee/Owner for reasonable direct labor cost involved in removing and the repairing or replacing any such parts which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in above Schedule.

3. A WARRANTY SHALL NOT APPLY TO:

- (1) Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
 - (2) Any parts of a coach which has been subject to misuse, neglect, negligence, alterations, accident, participation in sporting events, over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
 - (3) Any part of the coach not supplied to Lessee/Owner with the coach or defects as a result of improper conversion or installation of equipment and parts by other manufacturers or suppliers.
 - (4) Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, antifreeze and all maintenance items used in the repairs or replacements of defective parts.
 - (5) The normal wear and tear of parts such as, but not limited to tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades and air cushions, and clutch material.
 - (6) Glass breakage.
 - (7) Parts which are modified or rebuilt without prior written approval by ABC.
 - (8) Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
 - (9) Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (antifreeze and anticorrosion additives) or release of lubricants.
 - (10) A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
 - (11) All indirect cost and expenses such as, but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach or lost profits or revenues.
 - (12) Any coach on which odometer mileage has been changed or tampered with.
 - (13) Damage from the environment including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightning, flood, water, earthquake, or any Acts of God, etc.
 - (14) Normal deterioration of soft trim and appearance items due to wear and exposure.
 - (15) Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum or products not released for motor vehicles.
 - (16) Any coach registered and normally operated outside the United States of America, Canada or Guam.
4. The Lessee/Owner is responsible for the performance of preventative and normal maintenance services as specified in the applicable manufacturer's maintenance manuals or instructions.
5. All claims hereunder shall be made to the applicable manufacturer in accordance with their respective procedures and guidelines.
6. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES INCLUDING WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION WHICH THE COACH(ES) MAY BE USED, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.**

WARRANTY CLAIMS

I understand and agree that all warranty claims must be filed with ABC within 30 days of the time of occurrence and any defective parts must be returned to ABC within that period before payment of a claim can occur.

Customer Name and Address: _____

ABC Sales/Service Center:		Vehicle:		Serial Number:	
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Purchase Application Date: _____ Delivery Date: See Coach Acceptance Form for date

As of the date of application, I have read and understand the terms and conditions of this Certificate of Limited Warranty.

I have inspected the vehicle on this certificate and hereby acknowledge that said information is correct to the best of my knowledge.

Signature of Lessee/Owner

Signature of Lessee/Owner or Lessee/Owner's Representative

**ATTACHMENT A/EXHIBIT 1 TO LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE*
5 YEAR STRUCTURAL ANTI-CORROSION WARRANTY**

Body structure and structural elements of the suspension (including all components welded, riveted or bolted together to form the basic frame are warranted to be free from Defects, Related Defects (i.e. no visual structural damage and/or cracks and/or permanent deformation), and to maintain structural integrity for a period of five (5) years or 300,000 miles whichever comes first.

- All Van Hool's maintenance instructions are to be adhered to (responsibility of the end user/buyer);
- Inspections to be made in accordance with Van Hool's maintenance instructions;
- Repairs to be made in a timely fashion i.e. immediately after accident or damage in a professional manner in accordance with Van Hool's instructions and general accepted structural repair procedures;
- Are excluded all defects due to or result of:
 - Wrong or poor maintenance, failure to clean the underside of the coach after winter (to remove all salt products),
 - Lack of proper maintenance,
 - Mechanical wear by use of automatic washing installation,
 - Damages due to incorrect use of automatic washing installation,
 - Aggressive cleaning products with insufficient rinsing or polluted rinsing water,
 - Mechanical damages or aggressive influences from outside (i.e. stone chippings, damages, repairs, accidents, etc...),
 - Defaults which have deteriorated seriously (even beyond point of repair), because the customer neglected to repair himself, or to have the necessary repairs performed by an outside repair shop within 3 months after detection, leading to non-availability of the vehicle;

- o Deterioration due to normal aging,
- o Damage due to the application respectively removal of decal(s).

EXHIBIT 2

PROTERRA WARRANTY (HIGH VOLTAGE ENERGY STORAGE SYSTEM)

Proterra Warranty Terms and Conditions

Warranty covers the parts, labor, and freight costs incurred during the Warranty Period.

The Battery Pack may not be serviced by the Customer, or any third-party maintenance provider, without having completed the proper factory training and have successfully been certified by Proterra to service the Battery Pack. Any servicing of the Battery Pack by the Customer, or any third-party maintenance provider, without having become Proterra-Certified will void the Warranty. Proterra, or a Proterra-Certified technician, will perform all necessary repairs to the Battery Pack.

Components Included in Battery Pack Limited Warranty:

- Battery Modules
- Battery Management System (BMS)
- Battery Cooling System
- Battery Pack Enclosure
- Electrical, Mechanical, and Thermal Interfaces

What is Not Covered:

The following conditions are not covered by the Battery Pack Limited Warranty:

- Battery Packs that have been serviced by a non-Proterra-Certified technician without prior authorization by Proterra.
- Alteration or modification of any part of the Product with any third-party item.
- Misuse or negligent use of the bus, including but not limited to Customer's, or a third-party's, failure to follow Proterra's Operating Manual.
- Intentional or accidental collision and/or other physical damage.
- Acts of Nature.
- Neglect or Failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Product.
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract.
- Improper maintenance and repair
- Intentional acts of destruction, tampering or vandalism

2.1 BATTERY (Energy Storage System)

2.1.1 Standard Warranty

100% parts and labor – battery capacity 80% or greater : “300,000 miles / six (6) years” whichever comes first and subject to actual operational load and to acceptable conditions of use.

With respect to the Energy Storage System, Proterra warrants for a period of six (6) years after acceptance of the eCoach by the end customer that the Energy Storage System furnished hereunder will be in conformity in all material respects with all specifications, and will hold an aggregate capacity (expressed as a percentage of the nominal capacity of the Energy Storage System) of 80% or greater (according to a measurement process as set out in **Enclosure 1**) of the original usable capacity as measured by Proterra for a period of six (6) years or 300,000 miles, whichever comes first.

Notwithstanding anything to the contrary contained herein to the foregoing, for the applicable warranty to apply, the End Customer is required to comply with the acceptable use conditions for each of the **Energy Storage System portion** and **Ancillary Hardware portion of the Products**, as set forth in **Enclosure 2** hereto. If the End Customer does not so comply with the acceptable use conditions in all respects, the warranty shall be inapplicable. In addition,

notwithstanding anything to the contrary contained herein, the following are excluded from any warranty set forth in this external charger [1], and the monthly data/software costs for telematics. In case a Product is subject to a warranty issue, then Proterra shall promptly determine, in its sole discretion, whether to repair or replace (including the cost of disassembly and the cost of assembly of the relevant Products if already installed on the eCoach) of any defective or nonconforming Products. Any repairs and replacements and related services will be provided by or on behalf of Proterra, if necessary, at the end customer's location or nearest agreeable repair location suitable for the work required. The End Customer must provide reasonable access, at no cost to Proterra, to a facility with suitable function for work to be carried out, including, without limitation, access to the specialized fixtures, tools, jigs and similar equipment required to remove the Energy Storage System from the eCoach.

2.1.2. Extended Warranty

Extended Warranty [100% parts and labor only] from six (6) to ten (10) years or 500,000 miles whichever comes first, is available as an option.

End Customer has the option to extend the Energy Storage System warranty to ten (10) years at an additional cost per Energy Storage System (the "Extended Warranty"). The Extended Warranty shall include the above-stated warranty coverage of all specifications and the aggregate capacity during the initial six (6) years, but the Extended Warranty shall only warrant conformance in all material respects with all specifications for the remainder of the Extended Warranty period. For the avoidance of doubt, the Extended Warranty does not provide any guarantee on the aggregate capacity of the Energy Storage System after the sixth (6th) year of the Extended Warranty period.

Notwithstanding anything to the contrary contained herein and in addition to the acceptable use conditions set forth on **Enclosure 2** hereto, warranties do not apply where the issue has been directly caused by the defective or non-conforming Energy Storage System having been (a) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or other use by the End Customer contrary to any written instructions issued by Proterra, including the Acceptable Use Conditions; (b) reconstructed, repaired, or altered by anyone other than Proterra or (c) used with any hardware or product that has not been previously approved in writing by Proterra. The conditions set forth in **Enclosure 2** shall apply to the End Customers.

2.2 ANCILLARY HARDWARE

2.2.1 Standard Warranty

[100% parts and labor]: "Thirty (30) months" and subject to acceptable conditions of use.

With respect to the Ancillary Hardware, Proterra warrants for a period of 30 months after acceptance of the eCoach by the end customer, that the Ancillary Hardware furnished hereunder will be in conformity in all material respects with all specifications, and will meet the standards of the industry.

2.3 PROTERRA WARRANTY CONDITIONS

2.3.1 Any repairs and replacements and related services will be provided by or on behalf of PROTERRA, if necessary, at the End Customer's location or nearest agreeable repair location suitable for the work required. End customer must provide reasonable access, at no cost to PROTERRA, to a facility with suitable function for work to be carried out, including, without limitation, access to the specialized fixtures, tools, jigs and similar equipment required to remove the Energy Storage System from the eCoach.

2.3.2 Proterra shall provide the requested compensation for labor, handling, repairs, or replacement part to End Customer in case of a warranty claim in a reasonably timely manner. Any and all warranty Energy Storage System and Ancillary Hardware repairs must be completed by individuals certified by Proterra to perform such repairs. All warranty claims shall be submitted directly to Proterra by ABC or End Customer. No claims from other parties will be considered. In connection with any claim brought under this warranty, End Customer must provide the defective or non-conforming Product or component thereof along with the proper documentation and warranty claim form. Any and all warranty battery system repairs or replacements must be documented and reported by Proterra to End

Customer. For the purposes of field support planning, ABC or End Customer must notify Proterra of the end-customer location of all Products utilizing Proterra's Products thirty (30) days prior to shipment.

Enclosure 1 to Exhibit 2

BATTERY STATE OF HEALTH (SOH) TESTING

For a general SOH test, the batteries may be tested on the bus using the following steps:

1. Record initial SOC.
2. Apply a fixed amount of energy. Be sure to record the current and voltage (or power) and time.
3. Remove all loads from the battery pack and wait 1 hour.
4. Record final SOC and then extrapolate to determine the total energy.

For warranty claims, each battery pack shall be tested independently in a controlled environment. The following process should be followed:

1. Ensure the cell temperature is greater than 24°C.
2. Charge the battery pack to 100% SOC and record the applied energy.
 - Use CC-CV at 100A current limit, 378V voltage limit for 5 hours.
 - Note: if the battery pack has not been used regularly, it may require balancing prior to test.
3. Discharge the pack to 0% SOC and record the applied energy.
 - Use CC at 50A until the contactors within the battery pack terminate charge or 225V.

Enclosure 2 to Exhibit 2

ACCEPTABLE VEHICLE USE CONDITIONS

The trajectories should comply with the following conditions:

- An average energy consumption, including ancillaries not exceeding 2 kWh/km (= 3.22 kWh/mile)
- The rural part of the trajectory shall be limited to 30 % (timebased, excluding stopping time):

Maximum 30 % Rural (v average ≤ 30 km/h (= 18.64 miles/hour)

Minimum 70 % Intercity (v average ≥ 30 km/h) (= 18.64 miles/hour)

- A typical route looks as follows:

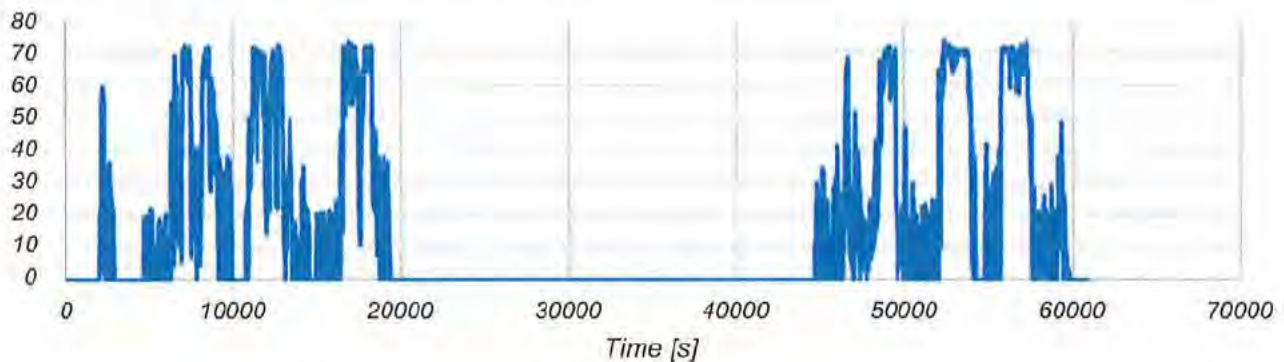


EXHIBIT 3

SIEMENS WARRANTY (DRIVETRAIN)

1. System description

Siemens ELFA II Drivetrain system consists of :

- **1x DICO** (ECU controller unit incl. its signal connector)

Traction module

- **1x PEM-Motor 1DB2024-0NA06**
- **2x iVPM Module – Inverter Box ELFA2 DV4-650WH**
- **1x Auxiliary Inverter 23/23**
- **2 Auxiliary Inverter Combi 23/5.6**

3.2. Standard Warranty (2 years or 200.000 km (124,274 miles) (whichever occurs first)

The warranty conditions are only valid, if the components are used in accordance with Siemens' specifications/manuals and preventive maintenance will be done according to Siemens' regulations.

The warranty period for the components shall be twenty four (24) months from date of registration of the vehicle, in which the supplies and services are installed, or thirty (30) months from the transfer of the risk according to the Incoterms or a total mileage of 200,000 km (or 124,274 miles) of the respective vehicle, whatever occurs earlier.

3.3. Extended Warranty (3 Additional years with a maximum mileage of 310,685 miles, whichever occurs first)

The maximum mileage under Extended Warranty is of 500.000 km or 310,685 miles. This mileage limit is applicable regardless whether the Extended Warranty selected is for the 3rd, 3rd and 4th or 3rd through 5th year extension.

3.4. The WARRANTY shall only apply under the following conditions:

- a) The prototype vehicle has completed milestone as specified by Siemens.
- b) The installation must be done in compliance with the Siemens mounting and installation requirements, such as, but not limited to:
 - Correct dimensioning of the cooling circuit including use of suitable materials;
 - Type and purity level of coolant;
 - Provisions for appropriate venting and pressure measurement in the cooling circuit;
 - Keeping correct pressure drop and inlet temperatures in the cooling system;
 - Appropriate fixing and bearing of the ELFA components, avoiding forces in improper directions and using cabling and grounding of the ELFA components by plugs and lugs;
 - Maintaining ESD measures during installation where applicable.
- c) The maintenance is in compliance with the Siemens maintenance requirements, including, but not limited to:
 - Visual exterior checks of the components;
 - Cleaning the components from exterior side with device and agents as specified in the manuals;
 - Monitoring the quality of the coolant;
 - Draining the used grease chambers and re-greasing of traction motor bearings according to required intervals;
 - Appropriate response to perceived and indicated faults;
 - Performing and necessary packing and transport of components acc. to instructions.
- d) The operation of the vehicle is in accordance with the requirements and conditions as communicated to date, such as but not limited to:
 - Operation in the fixed driving cycle;
 - Operation under the fixed environmental conditions;
 - The shocks and vibrations shall stay in the described limits;
 - Use of the correct cooling liquid;
 - The cooling system shall provide the correct temperature levels.

3.4.1 The warranty does not cover insignificant deviations from the stipulated quality or technical specification, insignificant impairment of usability, natural wear and tear or damage arising from improper or negligent handling, excessive strain, unsuitable operating materials, defective construction works, inappropriate construction grounds or from external influences (for example but not limited to chemical, electrochemical, electrical or atmospheric influences as well as non-reproducible software errors). The warranty does also not cover modifications or repairs carried out by the End Customer or by third parties without the prior written consent of Van Hool/Siemens.

3.4.2 End Customer shall immediately notify Van Hool in writing of any defect. Siemens shall remedy the defect, at its' option, by repair, modification, replacement or new provision of those supplies and services, which during the warranty period show a defect. The remedy of a defect does not lead to an extension of a restart of the original warranty periods.

3.4.3 After presentation of a warranty claim, Siemens shall make an investigation of the matter. End Customer shall make available to ABC/Van Hool/Siemens all relevant records and information and shall grant ABC/Van Hool/Siemens access to the supplies and services. If the results of such investigation shows that the warranty claim was not justified, the costs incurred by ABC/Van Hool/Siemens for said investigation and the costs for the correction of defects (if any) shall be reimbursed by the End Customer.

3.4.4 This article states the entire liability of Siemens and the sole and exclusive remedy (including but not limited to the right to rescind from the contract, or the right to claim damages) of the End Customer than those described in this paragraph because of a defect, shall be excluded.

3.5. Limitation of liability

Van Hool/Siemens/ABC shall in no case be liable for loss in profits or business interruptions, loss of data, loss of contracts, loss of business, loss of goodwill, loss of financial interest, finance cost or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which this claim is based.

3.6. Remarks:

3.6.1. Van Hool/Siemens provides all documentation in English. The official documentation package will be transferred electronically.

2. Availability of spare parts is only guaranteed until 12 years after delivery.



SCHEDULE B (SPECIALTY VEHICLES) ADDITIONAL TERMS AND CONDITIONS

1. Company. The Company or Seller as used herein shall mean ABC Bus, Inc., its parent or one of its subsidiaries or affiliates.
2. Acceptance. All orders are subject to written acceptance by the Company in its sole discretion at its offices located in Winter Garden, Florida, even if taken elsewhere by a salesperson, agent, dealer or distributor. Errors or revisions in quotations are subject to correction at any time.
3. Trade-Ins. Purchaser understands that if he uses a Trade-In(s) to partially pay for the new Vehicle(s), he will deliver the Trade-In(s) to the Seller either before or when he takes delivery of the new Vehicle(s), at the latest. Purchaser agrees that the Trade-In(s) will be re-inspected by the Seller upon delivery, and Seller has the right to reject the allowance stated on the front of this Agreement, if conditions, specifications or other particulars of the Trade-In Vehicle(s) have changed. Purchaser agrees that if he chooses to deliver the Trade-In(s) to the Seller prior to taking delivery of the new Vehicle(s), Seller may sell the Trade-In(s) at any time and at any price Seller considers to be appropriate. Purchaser guarantees that he will deliver the Trade-In(s) to the Seller with clear proof of ownership, and that he will provide the Seller with all necessary information that is required to obtain the Certificate of Title, and that he warrants good and marketable title.
4. Failure to Take Delivery. Purchaser understands that Seller may retain the earnest money deposit Purchaser has given Seller as an offset to Seller's damages if Purchaser fails to complete the purchase for whatever reason. Purchaser also understands that Purchaser may be responsible for any other damages which Seller may incur as a result of Purchaser's failure to perform his obligations under the terms of this Agreement. If purchaser has delivered the Trade-In(s) to Seller prior to delivery, Seller may retain the Trade-In(s) and sell it to reimburse Seller for the expenses of repairing, storing, or reconditioning the Trade-In(s) and for other expenses or losses Seller may incur as a result of Purchaser's failure to perform Purchaser's obligations under this Agreement.
5. Delivery & Delays in Delivery. Purchaser agrees the Vehicle(s) and optional equipment are to be delivered F.O.B. ABC Location. Purchaser understands that Seller is not responsible for delays in delivery caused by the Manufacturer or the Shipper, or by accidents, fires, or other causes beyond Seller's control. Purchaser also understands that Seller does not control the Manufacturer and is not part of the Manufacturer and does not work for the Manufacturer. Purchaser further understands that delivery dates are best estimates and not of the essence.
6. Design Changes by the Manufacturer. Purchaser understands that the Manufacturer has the right to change the design of the Vehicle(s), its chassis, its parts or accessories at any time, without notice to Seller or to Purchaser. In the event of a change in design, Seller has no duty or obligation to Purchaser except to deliver the Vehicle(s) as made by the Manufacturer.
7. Terms of Sale. In addition to the terms of sale listed on the first page of this Agreement, the sale of the new Vehicle(s) hereby to Purchaser is made solely on the terms and conditions set forth herein and schedules attached hereto, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.
8. Terms of Payment. Seller warrants that it has good title and is transferring the Vehicle(s) free and clear of all liens and encumbrances. Terms of payment are subject at all times to prior approval of the Company's credit department. Method of payment may include a cash sale, third party financing or financing which may be obtained through the Company, subject to a credit check and satisfactory credit rating of Purchaser. If at any time the financial or operational condition of the Purchaser changes or does not justify continuance of the transaction set forth herein, the Company may require full or partial payment in advance, or may, in its sole discretion, cancel or delay the Purchase Agreement.
9. Default. Upon default, in addition to damages and the remedies provided for herein and in law or equity, Purchaser agrees to pay all costs of collection incurred by the Company, including, but not limited to, attorneys fees, court costs, and costs, damages and expenses associated herewith. All past due amounts shall bear interest at the highest rate allowed by law. Purchaser shall not be entitled to offset against or postpone payment for any reason whatsoever unless otherwise agreed to in writing.
10. Limited Warranty/Limitation of Liability. **THE PURCHASER ACKNOWLEDGES THAT SELLER IS NOT THE MANUFACTURER OR ASSEMBLER OF THE VEHICLE(S) OR ITS COMPONENT PARTS. LIMITED WARRANTIES SHALL BE SUPPLIED BY THE MANUFACTURER, ASSEMBLER, OR RESPECTIVE COMPONENT MANUFACTURER, SEE ATTACHED MANUFACTURER WARRANTY PROVISIONS. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES, INCLUDING BUT NOT LIMITED TO WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION IN WHICH THE BUS(ES) MAY BE USED. THE COMPANY, ITS PARENT, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS WILL NOT INCUR AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS AFFECTING OTHER PRODUCTS OR SERVICES, LOSS OF PROFITS OR INCOME, LOSS OF UTILIZATION OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT, SUPPLEMENTARY EXPENSES INCURRED IN USING EXISTING OR ALTERNATE EQUIPMENT, CLAIMS BY PURCHASER'S CUSTOMERS, PENALTIES, FINES, OR ANY SPECIAL OR PUNITIVE DAMAGES, DIRECT OR INDIRECT.**
11. Insurance. Purchaser agrees to provide evidence of insurance at time of delivery.
12. Taxes. Purchaser understands that the price of the Vehicle(s) does not include taxes, duty, excise, VAT, use or sales taxes, or any other taxes or assessments now or hereafter imposed, levied, or increased, and such tax or taxes shall be added to the purchase price of the Vehicle(s) where applicable and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
13. Vehicle Ownership. The Vehicle(s) remains the property of the Seller until the entire purchase price is paid, including the items referred to in Section 12. Special agreements, later alterations of this purchase order and any other promises are not valid unless confirmed in writing by Seller.
14. Force Majeure. The Company shall not be liable for any default of its obligations or for delay attributable to any cause or circumstance beyond its control or the control of its suppliers, manufacturers, or from transport delays which impede or delay manufacture, supply or delivery of the Vehicle(s). Such causes or circumstances include, but are not limited to, force majeure, acts of God, governmental acts, decrees, or restrictions, accidents, wars, riots, or civil commotion, fire, storms, floods, strikes, lockouts or other labor problems, restraints affecting shipping or credit, non-arrival or delay of carriers, inadequate or reduced supply or excessive cost of components, transportation or production facilities, and any other such causes, circumstances or contingencies affecting the Company, its suppliers or manufacturers as to manufacture, supply or delivery. In the event of any such default or delay, the date for shipment and the delivery date shall be extended correspondingly on any orders on which manufacture has already been started by the Company, otherwise, all delivery dates are subject to review and/or cancellation.

15. Contract. There are no representations, agreements, warranties, conditions, or obligations, expressed or implied, relating to the subject matter of this sale, other than those set forth herein unless agreed to in writing. No oral modifications or representations are valid unless reduced to writing and signed by an officer of the Company. If any provision herein shall be deemed illegal or unenforceable by a court of competent jurisdiction, then such provision shall be fully severable, and the remaining provisions shall remain in full force and effect.

16. Confidentiality. The Purchaser understands and agrees that all information and documentation furnished by the Company is confidential and/or proprietary information and shall be used by both parties only for performing the obligations hereunder. Except for the obligations hereunder, such information may not be appropriated by the Purchaser for its own use or the benefit of a third party without the express written consent of the Company.

17. Assignment. This Agreement may not be assigned by the Purchaser without the express written consent of the Company.

18. Dispute Resolution. The parties hereby agree to attempt to resolve all disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) promptly, equitably and in a good faith manner, through discussions and negotiations between their respective representatives and a mediator. If mediation does not resolve the dispute, then either party shall have the right to refer any such dispute to and have such dispute finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In each case, the neutral must be a former judge with experience in commercial disputes. The arbitration shall be heard by a single arbitrator appointed by mutual agreement of all parties or, if the parties are unable to agree, the arbitrator shall be appointed by the AAA. Each arbitration shall be conducted in Minneapolis, Minnesota, unless the parties agree otherwise. The award rendered in any arbitration commenced hereunder shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction for its enforcement. Except as provided in Section 19, the parties further agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedure provided herein and then only to enforce or facilitate the execution of the award rendered in such arbitration or court enforcement of this provision. The award rendered shall apportion the costs of the arbitration. The parties shall continue to perform their respective obligations under this Agreement in good faith during the pendency of any dispute or any consultation or arbitration proceeding in connection with such dispute. The arbitrator is not empowered to award damages in excess of direct compensatory damages and each party hereby irrevocably waives any damages in excess of such damages.

19. Governing Law; Waiver of Jury Trial; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of Minnesota, without giving effect to the conflicts of laws principles thereof. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this order, or the transactions contemplated hereby. Subject to Section 18, at the option of the Company, this Agreement may be enforced in any federal court or Minnesota state court sitting in Rice County, Minnesota; and each consents to the jurisdiction and venue of any such court and waives any argument that venue in such forums is not convenient. In the event either party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by the Agreement, the Company at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

20. Acceptance of Payments. The employees of Seller are not entitled to receive payments unless they are authorized in writing to do so and such authorization is communicated to Purchaser.

21. Indemnification. Purchaser agrees to indemnify Seller for any liability, damage, cost or expense incurred by Seller resulting from the use, operation, custody, or control of the Vehicle(s) by Purchaser, or its employees or agents.

22. Smoking. The Vehicle(s) may contain HCFC refrigerant.

23. Additional Terms. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligation of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). The provisions of the Equal Opportunity Clauses at 41 CFR §60-250.5(a) and 41 CFR §60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order as necessary.

24. Counterparts, Fax, Scan and Electronic Signatures. This Agreement and all associated sales and delivery documentation may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument. The parties agree that a facsimile, scanned, or electronic signature of a party hereto or to any associated sales and delivery documentation shall be deemed to be as legally effective, valid, and binding as a signed original; provided, however, any party providing a facsimile, scanned or electronic signature hereof shall be required to promptly forward a signed original to any requesting party.

25. California Legal Notice. An on-road heavy duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.

⚠ WARNING: Operating, servicing and maintaining a motor coach, bus, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Seller is aware of Proposition 65 notice requirements and herein has provided sufficient notice to Purchaser. Purchaser agrees and acknowledges said notice has been given. Seller at no time is the operator of the Vehicle(s). Operating the Vehicle may cause exposure which could result in notice requirements. Purchaser agrees to comply with all laws, including without limitation Proposition 65. Purchaser shall hold harmless and indemnify Seller per Section 21 of these Terms and Conditions arising from or related to any failure to warn or insufficiency of a warning.

Full VIN _____
Purchaser's Initials _____

Revised 09162022



SCHEDULE F (PRE-OWNED)
ADDITIONAL TERMS AND CONDITIONS

"As-Is Sale." THE PURCHASER ACKNOWLEDGES THAT THE COMPANY IS NOT THE MANUFACTURER OF THE BUS(ES) OR VEHICLES(S) OR ITS COMPONENT PARTS AND THE COMPANY IS SELLING THE BUS(ES) OR VEHICLES(S) "AS IS" AND "WITH ALL FAULTS". THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION IN WHICH THE BUS(ES) OR VEHICLES(S) MAY BE USED.

2. **Company.** The Company or Seller as used herein shall mean ABC Bus, Inc., its parent or one of its subsidiaries or affiliates.

3. **Acceptance.** All orders are subject to written acceptance by the Company in its sole discretion at its offices located in Winter Garden, Florida, even if taken elsewhere by a salesperson, agent, dealer or distributor. Quotations made by the Company, its salesperson, agents, dealers or distributors, shall not constitute offers to sell and are valid for not more than sixty (60) days. The Company may withdraw quotations at any time. Errors or revisions in quotations are subject to correction at any time.

4. **Trade-Ins.** Purchaser understands that if he uses a Trade-In(s) to partially pay for the Bus(es) or Vehicle(s), he will deliver the Trade-In(s) to the Seller either before or when he takes delivery of the new Bus(es) or Vehicle(s), at the latest. Purchaser agrees that the Trade-In(s) will be re-inspected by the Seller upon delivery, and Seller has the right to reject the allowance stated on the front of this Agreement, if conditions, specifications or other particulars of the Trade-In Bus(es) or Vehicle(s) have changed. Purchaser agrees that if he chooses to deliver the Trade-In(s) to the Seller prior to taking delivery of the Bus(es) or Vehicle(s), Seller may sell the Trade-In(s) at any time and at any price Seller considers to be appropriate. Purchaser guarantees that he will deliver the Trade-In(s) to the Seller with clear proof of ownership, and that he will provide the Seller with all necessary information that is required to obtain the Certificate of Title, and that he warrants good and marketable title.

5. **Failure to Take Delivery.** Purchaser understands that Seller may retain the earnest money deposit Purchaser has given Seller as liquidated damages or as an offset to Seller's damages if Purchaser fails to complete the purchase and take delivery for whatever reason. Purchaser also understands that Purchaser may be responsible for any other damages which Seller may incur as a result of Purchaser's failure to perform his obligations under the terms of this Agreement. If purchaser has delivered the Trade-In(s) to Seller prior to delivery, Seller may retain the Trade-In(s) and sell it to reimburse Seller for the expenses of repairing, storing, or reconditioning the Trade-In(s) and for other expenses or losses Seller may incur as a result of Purchaser's failure to perform Purchaser's obligations under this Agreement.

6. **Delivery & Delays in Delivery.** Purchaser agrees the Bus(es) or Vehicle(s) and optional equipment are to be delivered F.O.B. ABC Location. Purchaser understands that Seller is not responsible for delays in delivery caused by the Manufacturer or the Shipper, or by accidents, fires, or other causes beyond Seller's control. Purchaser also understands that Seller does not control the Manufacturer and is not part of the Manufacturer and does not work for the Manufacturer. Purchaser further understands that delivery dates are best estimates and not of the essence.

7. **Design Changes by the Manufacturer.** Purchaser understands that the Manufacturer has the right to change the design of the Bus(es) or Vehicle(s), its chassis, its parts or accessories at any time, without notice to Seller or to Purchaser. In the event of a change in design, Seller has no duty or obligation to Purchaser except to deliver the Bus(es) or Vehicle(s) as made by the Manufacturer.

Terms of Sale. In addition to the terms of sale listed on the first page of this Agreement, the sale of the Bus(es) or Vehicle(s) hereby to Purchaser is made solely on the terms and conditions set forth herein and schedules attached hereto, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase Agreement or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project or use.

9. **Terms of Payment.** Seller warrants that it has good title and is transferring the Bus(es) or Vehicle(s) free and clear of all liens and encumbrances. Terms of payment are subject at all times to prior approval of the Company's credit department. Method of payment may include a cash sale, third party financing or financing which may be obtained through the Company, subject to a credit check and satisfactory credit rating of Purchaser. If at any time the financial or operational condition of the Purchaser changes or does not justify continuance of the transaction set forth herein, the Company may require full or partial payment in advance, or may, in its sole discretion, cancel or delay the purchase Agreement.

10. **Default.** Upon default, in addition to damages and the remedies provided for herein and in law or equity, Purchaser agrees to pay all costs of collection incurred by the Company, including, but not limited to, attorney's fees, court costs, and costs, damages and expenses associated herewith. All past due amounts shall bear interest at the highest rate allowed by law. Purchaser shall not be entitled to offset against or postpone payment for any reason whatsoever unless otherwise agreed to in writing.

11. **Limitation of Liability.** THE COMPANY, ITS PARENT, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS WILL NOT INCUR AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS AFFECTING OTHER PRODUCTS OR SERVICES, LOSS OF PROFITS OR INCOME, LOSS OF UTILIZATION OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT, SUPPLEMENTARY EXPENSES INCURRED IN USING EXISTING OR ALTERNATE EQUIPMENT, CLAIMS BY PURCHASER'S CUSTOMERS, PENALTIES, FINES, OR ANY SPECIAL OR PUNITIVE DAMAGES, DIRECT OR INDIRECT.

12. **Insurance.** Purchaser agrees to provide evidence of insurance at time of delivery.

13. **Freight and Taxes.** Purchaser understands that the price of the Bus(es) or Vehicle(s) does not include freight, taxes, duty, excise, VAT, use or sales taxes, or any other taxes or assessments now or hereafter imposed, levied, or increased, and such tax or taxes shall be added to the purchase price of the Bus(es) or Vehicle(s) where applicable and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

14. **Bus/Vehicle Ownership.** The Bus(es) or Vehicle(s) remains the property of the Seller until the entire purchase price is paid, including the items referred to in Section 13. Special agreements, later alterations of this purchase Agreement and any other promises are not valid unless confirmed in writing by Seller.

15. **Force Majeure.** The Company shall not be liable for any default of its obligations or for delay attributable to any cause or circumstance beyond its control or the control of its suppliers, manufacturers, or from transport delays which impede or delay manufacture, supply or delivery of the Bus(es) or Vehicle(s). Such causes or circumstances include, but are not limited to, force majeure, acts of God, governmental acts, decrees, or restrictions, accidents, wars, riots, or civil commotion, fire, storms, floods, strikes, lockouts or other labor problems, restraints affecting shipping or credit, non-arrival or delay of carriers, inadequate or reduced supply or excessive cost of components, transportation or production facilities, and any other such causes, circumstances or contingencies affecting the Company, its suppliers or manufacturers as to manufacture, supply or delivery. In the event of any such default or delay, the date for shipment and the delivery date shall be extended correspondingly on any orders on which manufacture has already been started by the Company, otherwise, all delivery dates are subject to review and/or cancellation.

16. Contract. There are no representations, agreements, warranties, conditions, or obligations, expressed or implied, relating to the subject matter of this sale, other than those set forth herein unless agreed to in writing. No oral modifications or representations are valid unless reduced to writing and signed by an officer of the Company. If any provision herein shall be deemed illegal or unenforceable by a court of competent jurisdiction, then such provision shall be fully severable, and the remaining provisions shall remain in full force and effect.

17. Confidentiality. The Purchaser understands and agrees that all information and documentation furnished by the Company is confidential and/or proprietary information and shall be used by both parties only for performing the obligations hereunder. Except for the obligations hereunder, such information may not be appropriated by the Purchaser for its own use or the benefit of a third party without the express written consent of the Company.

18. Assignment. This Agreement may not be assigned by the Purchaser without the express written consent of the Company.

19. Dispute Resolution. The parties hereby agree to attempt to resolve all disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) promptly, equitably and in a good faith manner, through discussions and negotiations between their respective representatives and a mediator. If mediation does not resolve the dispute, then the parties shall refer such dispute to and have such dispute finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In each case, the neutral must be a former judge with experience in commercial disputes. The arbitration shall be heard by a single arbitrator appointed by mutual agreement of all parties or, if the parties are unable to agree, the arbitrator shall be appointed by the AAA. Each arbitration shall be conducted in Minneapolis, Minnesota, unless the parties agree otherwise. The award rendered in any arbitration commenced hereunder shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction for its enforcement. Except as provided in Section 20, the parties further agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration procedure provided herein and then only to enforce or facilitate the execution of the award rendered in such arbitration or court enforcement of this provision. The award rendered shall apportion the costs of the arbitration. The parties shall continue to perform their respective obligations under this Agreement in good faith during the pendency of any dispute or any consultation or arbitration proceeding in connection with such dispute. The arbitrator is not empowered to award damages in excess of direct damages and each party hereby irrevocably waives any damages in excess of such damages.

20. Governing Law; Waiver of Jury Trial; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of Minnesota, without giving effect to the conflicts of laws principles thereof. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, or the transactions contemplated hereby. Subject to Section 19, at the option of the Company, this Agreement may be enforced in any federal court or Minnesota state court sitting in Rice County, Minnesota; and each consents to the jurisdiction and venue of any such court and waives any argument that venue in such forums is not convenient. In the event either party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by the Agreement, the Company at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

21. Acceptance of Payments. The employees of Seller are not entitled to receive payments unless they are authorized in writing to do so and such authorization is communicated to Purchaser.

22. Indemnification. Purchaser agrees to indemnify Seller for any liability, damage, cost or expense incurred by Seller resulting from the use, operation, custody, or control of the Bus(es) or Vehicle(s) by Purchaser, or its employees or agents.

23. Warning. The Bus(es) or Vehicle(s) may contain HCFC refrigerant.

24. Additional Terms. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligation of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). The provisions of the Equal Opportunity Clauses at 41 CFR §60-250.5(a) and 41 CFR §60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order as necessary.

25. Counterparts, Fax, Scan and Electronic Signatures. This Agreement and all associated sales and delivery documentation may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument. The parties agree that a facsimile, scanned, or electronic signature of a party hereto or to any associated sales and delivery documentation shall be deemed to be as legally effective, valid, and binding as a signed original; provided, however, any party providing a facsimile, scanned or electronic signature hereof shall be required to promptly forward a signed original to any requesting party.

26. California Notice. An on-road heavy duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.

⚠ WARNING: Operating, servicing and maintaining a motor coach, bus, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Seller is aware of Proposition 65 notice requirements and herein has provided sufficient notice to Purchaser. Purchaser agrees and acknowledges said notice has been given. Seller at no time is the operator of the Bus(es) or Vehicle(s). Operating the Bus(es) or Vehicle(s) may cause exposure which could result in notice requirements. Purchaser agrees to comply with all laws, including without limitation Proposition 65. Purchaser shall hold harmless and indemnify Seller per Section 22 of these Terms and Conditions arising from or related to any failure to warn or insufficiency of a warning.

Full VIN _____
Purchaser's Initials _____

Revised 10182021

SCHEDULE G
TRADE-IN CONDITIONS

Each trade-in coach or vehicle (referred to hereafter as "Trade-In") is to be inspected at Buyer's facility, or other mutually acceptable location, and must be in the same condition as when first inspected, less ordinary wear and tear, at time of delivery to Seller. Seller reserves the right to adjust the value assigned to a Trade-In when i) the Trade-In does not meet the following Trade-In Conditions listed below or ii) based on the condition of the Trade-In at the time of delivery to Seller.

- A. The Trade-In must be in good condition, including but not limited to the following:
1. Trade-In shall be in safe (good brakes, etc.) and lawful condition meeting all applicable state or provincial regulations and federal DOT requirements and Federal Motor Vehicle Safety Standards (jointly referred to as "Applicable Regulations").
 2. No broken, chipped, discolored, cracked or fogged glass affecting clear vision that would cause the Trade-In to fail to meet Applicable Regulations.
 3. Must be equipped with nine tires and wheels. All tires must be properly sized per Trade-In manufacturer's specifications and have at least 7/32" of remaining tread depth. If the tires on the Trade-In at the time of its delivery to Seller are leased, the value of the Trade-In may be discounted at Seller's discretion. No recap tires will be accepted.
 4. Body condition shall be in good repair and appearance. Trade-In to be clean with no body damage and all logos removed. All damages shall be repaired and/or replaced prior to trade-in. All paint shall be free of blemishes and otherwise in good condition and appearance.
 5. No rust that would materially affect the strength of the structure or any damage that materially affects the alignment or operation of any wheels, drive train, access or entrance doors. Steering axles must be in operating condition.
 6. Engine must be running without any unusual noises, excessive smoke, coolant leaks, excessive blow-by, and all safety and environmental protection devices must be connected. If the Trade-In was equipped with a pre-heater, heater must be attached to the Trade-In and in operating condition.
 7. Transmission should not have severe fluid leaks, or excessive slipping of automatic transmission. Transmission cooler must meet manufacturer's specifications.
 8. Radiator, condenser, and heater core shall not have any fluid leaks, excessive corrosion or severe damage.
 9. All air conditioning or heating systems shall be operational.
 10. Audio visual systems must be in working order, including operational screens, VCR/VCP and/or DVD, microphones, radio and CD player, back-up camera, etc.
 11. All wheelchair lifts must be fully operational.
- B. Proper and regular maintenance as listed in the applicable Operator's Guide Book and Maintenance Manual, and must be documented in writing. Copy of complete maintenance records to be turned in with the Trade-In.
- C. Evidence of clear title (marketable title, free and clear of all liens, encumbrances, and other security interests) in Purchaser's name. Purchaser must deliver documents transferring title to the Trade-In to ABC Bus, Inc., or its designee. Delivery of certificates of title and the right to possession of the Trade-In are presented to Seller at the time of trade-in (no balance pay-off).

Purchaser Initials: _____

**SCHEDULE F.1 (PRE-OWNED)
WARRANTY DISCLAIMER**

VEHICLE IDENTIFICATION

YEAR:

MAKE:

MODEL:

VIN:

THE PURCHASER ACKNOWLEDGES THAT IT HAS INSPECTED THE BUS(ES)/VEHICLE(S) AND THAT IT IS BEING SOLD "AS IS" AND "WITH ALL FAULTS". THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO, LENGTH OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION IN WHICH THE BUS(ES)/VEHICLE(S) MAY BE USED. PRCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES, AND PURCHASER HEREIN SPECIFICALLY WAIVES ALL SUCH CLAIM FOR DAMAGES. THE PURCHASER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR TRANSFERRING ANY REMAINING MANUFACTURER OR VENDOR EXTENDED WARRANTY COVERAGES AND SHALL ALSO BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH TRANSFER THEREOF.

Purchaser acknowledges that he has read, understands and accepts all of the provisions of this warranty disclaimer covering the Bus(es)/Vehicle(s) described above as an essential part of this sale or lease transaction.

Purchaser Name:

Purchaser Address:

Signature of Purchaser

Printed Name

Title

Date

PLEASE COMPLETE THIS SECTION FOR DEMONSTRATOR COACHES/VEHICLES:

☐

Please check box if bus was a demonstrator unit. When box checked the below terms shall apply.

By way of signature above, Purchaser acknowledges that this Bus/Vehicle was used for demonstrations purposes by third parties. To the extent available any remaining vehicle, engine or transmission warranties will be transferred to Purchaser. Purchaser acknowledges and agrees that the in-service date of the Bus/Vehicle and mileage set forth below will affect any remaining New Coach/Vehicle warranty available for the Bus/Vehicle.

Mileage: see coach acceptance signed at time of delivery

Engine/Transmission - In-Service Date: _____

Van Hool Warranty – In-Service Date: see date as set forth on coach acceptance form signed at time of delivery



Request for Proposal

RFP# ADL-1178

Motorcoach Buses

March 24, 2023



REQUEST FOR PROPOSAL

RFP# ADL-1178

Issue Date: March 24, 2023
Title: Motorcoach Buses
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 11, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, Largenad@jmu.edu; 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # ADL-1178

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide new Motorcoach Buses on an as needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for one (1) year with an option to renew for 4 (1) additional one-year periods.

II. BACKGROUND

The University often needs to purchase Motorcoach Buses on an “as needed basis.” These Motorcoaches support travel for the University to athletic contests along with academic related events.

This procurement is part of ongoing efforts to increase quality of life for students, faculty, and staff at James Madison University.

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System (“Members”). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

1. Describe catalog of vehicle your firm can offer. Provide descriptive literature, specifications, and pictures.
*Please include pictures of similar buses supplied to other University customers.
2. Describe available warranties and associated costs.
3. Describe approximate delivery time (from date of order to delivery).

4. Describe how warranty and recall issues are addressed.
5. Describe space capacity of Motorcoach; to include (seating, overhead, cargo, etc.).
6. Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University.
7. Describe communications and entertainment (i.e. DIRECTV) systems along with "marquee (Mobile Lite) notification" on Motorcoach.
8. Provide a trade-in estimate on the following University owned motorcoach. Photos available in additional attachment.
 - i. 2012 56 Passenger Motorcoach – 188,000 miles
VIN: 2MG3JMBA7CW066246

SPECIAL REQUIREMENTS:

1. Vendor shall be an authorized seller/reseller of vehicles. Vehicles are to be new and subject to prior approval and demo from James Madison University personnel. Unless, specific requests for alternative options are made by university personnel.
2. Vendor should be able to provide a motorcoach with specifications equivalent to or exceeding those of a Prevost H3-45 passenger coach. (<https://prevostcar.com/h3-45-passenger-coach>)
3. Vendor shall list contact information for customer service and primary sales representative.
4. Vendor shall identify and specify firm delivery date of vehicle to James Madison University.
5. Motorcoach shall have lavatory accessibility
6. If multiple engine (*diesel*) sizes are available, pricing shall reflect costs for each size available.
7. Motorcoach shall have an automatic transmission.
8. Motorcoach shall have a camera system.
9. Motorcoach shall meet or exceed federal Department of Transportation (DoT) requirements.
10. Vendor shall supply the following:
 - Dealer Invoice
 - Certificate of Origin
 - Mileage/Odometer Statement
 - Warranty Card/Booklet
 - Copy of Manufacturer Build Sheet
 - Copy of Operator's Manual
 - Six (6) keys capable of unlocking and starting the vehicle
11. Vendor shall provide fuel efficiency rating.
12. Vendor shall list the passenger space and comfort options.

13. Vendor shall list the amount of luggage space.
14. Vendor shall describe driver area and driver experience.
15. Vendor shall list the Mirror Options (regular vs. e-mirror).
16. Vendor shall list parcel rack specifications.
17. Vendor shall list Super single axle vs. dual rear axle.
18. Upon award of contract vendor shall meet with University personnel to further verify specific Motorcoach requirements before purchase orders are issued.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or

additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify

the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts

for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000
3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists,	\$2,550,000 per occurrence; \$4,250,000 aggregate

*Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia*

(<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its

authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____	_____	_____
	Street or Box No.	RFP #	
	_____	_____	_____
	City, State, Zip Code	RFP Title	
	_____	_____	_____
	Name of Purchasing Officer:		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time

of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It

is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature

that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete installation ready for James Madison University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- S. MAINTENANCE MANUALS: The contractor shall also provide James Madison University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to James Madison University upon completion of the work and prior to final payment.
- T. ORDERING OPTION: James Madison University, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- U. ORDER OF PRIORITY: In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.
- V. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- W. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936.
- X. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to James Madison University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- Y. **ADDITIONAL INFORMATION:** James Madison University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which James Madison University deems desirable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide their discount structure of percentage (%) off "manufacturer listing pricing" along with pricing for all additional products and services included in proposal indicating any possible on-going maintenance costs and additional services listed separately. The offeror shall also provide a trade-in estimate for bus listed in section IV statement of needs. Please also indicate any additional volume-based discounts that may be offered.

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Description	Unit Price or % Discount	Additional Volume Based Discount
Motorcoach:		
Please use this area to list any other specifications/services that may be different or in addition to the minimum specifications listed in the Statement of Needs: _____ _____	\$	
Trade-In Estimate	\$	

Specify any associated charge card processing fees, if applicable, to be billed to the university.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



April 3, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# ADL-1178**
Dated: **March 24, 2023**
Commodity: **Motorcoach Buses**
RFP Closing On: **April 25, 2023 @ 2:00 P.M**

Please note the clarifications and/or changes made on this proposal program:

1. RFP# ADL-1178, Motorcoach Buses, closing April 11, 2023 @2:00 P.M. shall be extended to a new closing date/time of April 25, 2023 @ 2:00 P.M.
2. Vendor Question: Can I get additional information about the condition of your trade in vehicle mechanically and cosmetically? Are any pictures available?
 - a. *Photos and maintenance log of trade in bus have been attached to the RFP# ADL-1178, Motorcoach Buses, on April 3, 2023 with addendum # one.*
3. Vendor Question: Under Special Requirements, item 5 says it shall have lavatory accessibility. Does that mean wheelchair accessible?
 - a. *The lavatory does not need to be wheelchair accessible*
4. Vendor Question: Item 8 says it shall have a camera system. Can you be more specific about how many cameras, DVR, brand, etc.?
 - a. *We'd like to see an 8-camera system minimum. Inside facing driver, inside view on passengers, facing outside on windshield, all 4 corners to cover the entire parameter of the bus. Brand is unimportant.*
5. Vendor Question: Considering that this is a multiyear bid, how will any future trade in vehicles be addressed? Will vehicles be traded in by other VASCUPP members? If so, can they be handled on a case-by-case basis?
 - a. *Future trade-ins will be handled on a case-to-case basis. Other VASCUPP organizations may potentially be trading in buses as well when utilizing the contract.*
6. Vendor Question: Statement of Needs Line 6 – Describe your firm's ability to provide inspection/test drive services and willingness to bring the vehicle to James Madison University. *Would this be a 1-day demonstration/test drive?*

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

- a. This would depend on the company and what they are able and willing to provide. A 1-day demonstration/test drive would be an example of what you could provide. JMU can be flexible on options.**
7. I know this is an annual contract with renewals, is there any estimates on a possible quantity (regardless of size)? Can you tell us how many vehicles were purchased on the previous contract?
- a. This will be a newly established cooperative contract. We estimate three or four buses will be purchased over the term of the contract by JMU. There is also the possibility of other VASCUPP organizations using this contract. There are no guarantees on quantity.**

Signify receipt of this addendum by initialing "Addendum #1 _____" on the signature page of your proposal.

Sincerely,



Aaron Largent
Buyer Senior
Phone: (540-568-4160)

Maintenance Log- by descending order

Work Order	Description
23-428978	300742- E&G- BUS HAS A CHECK ENGINE LIGHT ON GOES OUT TOMORROW PER DOUG 3/27/23 BUS HAS A DRIVERS SIDE MIRROR THAT IS LOOSE AND DRIVERS SIDE BLIND THAT DOESN'T WORK ALSO HAS A SQUEAL NOISE SOMETIMES TURNING PER GEORGE
23-424897	300742 - E&G - RODENT PROOF THE COOLANT HOSES THAT HAVE BEEN CHEWED ON.
23-424758	300742-E&G- 1/4 BYPASS HOSE NEEDS TO BE REPLACED (BLUE) TEN
22-420524	300742 - E&G - CUSTOMER STATES BUS HAS A HEADLAMP OUT. RF 1/4/23- NO START
22-420099	300742 - E&G - REQUEST TO DO REPAIRS ON LEFT AND RIGHT SIDE OF BUS AND REPLACE 2 SIDE LIGHTS. I WILL DO WORK IN HOUSE
22-415204	300742 - E&G - 10.000 MILE SERVICE TEN
22-414761	300742 - E&G - SERVICE CALL NO START, SPORTS PARK
22-410473	300742 - E&G - JUMP START BUST AT SOUTH MAIN
22-404881	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING
22-403385	300742 - E&G - REQUEST TO HAVE TOP GUN TO REPAIR BACK OF BUS REPLACE BACK BUMPER AND PAINT RIGHT REAR SIDE
22-403340	300742 - E&G - NO START AT SOUTH MAIN
22-402668	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/22
22-399280	FUELING VEHICLES IN ZONE 3
22-398717	300742 - E&G - REQUEST TO TAKE TO TOP GUN FOR BODY REPAIRS
22-398490	300742 - E&G - BUS WILL NOT START AT SOUTH MAIN. CHARGER PLUG IS MELTED
21-382725	300742 - E&G - 10.000 MILE SERVICE - TEN/ NO START AT MOTOR POOL
21-381956	300742 - E&G - REQUEST TO HAVE REPAIRS DONE TO BUS DUE TO AN ACCIDENT
21-378798	300742 - E&G - REPLACE LEFT TAG AXLE HUB CAPS AND COVERS DAMAGED AND MISSING
21-371172	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING

21-367629	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/21
21-365965	FUELING VEHICLES IN ZONE 3
21-357042	300742 - E&G - HAS A WARNING LIGHT ON IN THE DASH. 3/2/21 INSTALL TOUCH PADS 4/28/21 TOILET IS CLOGGED UP
20-348592	300742 - E&G - NEED TO INSTALL DRIVERS COVID 19 PARTITION 9/16/20 NEED TO REPLACE THE AIR LINES UP FRONT
20-347211	300742 - E&G - REQUEST TO TAKE TO TOP GUN AUTO BODY FOR PAINT REPAIRS
20-346635	300742 - E&G - BUS WRITE UP TO REPAIR WINDSHIELD 9/15/20 ORDER FRONT BRAKE HOSES
20-342789	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING; AC ISSUE; HATCH/FAN INSTALLATION 7/22/20
20-342548	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FOR CEILING EXHAUST FAN AND DRIVER BARRIER FOR THIS MOTORCOACH IN RELATION TO COVID-19.
20-341810	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL. THEN NOTICED FUEL LEAK
20-339743	FUELING VEHICLES IN ZONE 3
20-339310	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE BEFORE 6/1/20
20-336489	300742 - E&G - SERVICE CALL: NO START
20-332667	300742 - E&G - NEEDS A 10,000 MILE SERVICE
20-329882	300742 - E&G - BUS WRITE UP PASSENGER SIDE LUGGAGE BAY DOOR CABLE IS BROKEN
19-326729	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM CUMMINS FOR REPAIRS ON MOTOR COACH.
19-326269	300742 - E&G - BROKEN DOWN IN CONNECTICUT YESTERDAY -BM; THEN SERVICE CALL: NO START 12/11/19; SERVICE CALL AGAIN: NO START AGAIN 12/12/19
19-325165	300742 - E&G - BUS WRITE UP. BLIND IS COMING LOOSE DRIVER SIDE; THEN SERVICE CALL FOR OIL LEAK 11/7/19
19-323082	300742 - E&G - NEED TO REGEN THE BUS FOR FOOTBALL TRIP

19-321694	300742 REGEN BUS -9/26/19; THEN MIRROR LOOSE 9/27/19
19-318915	300742 - E&G - MARKER LIGHT BROKEN
19-318594	300742 - E&G - REGEN - PER DOUG
19-318089	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR SERVICE WORK THAT WILL BE COMPLETED BY CUMMINS ATLANTA IN WINCHESTER, VA.
19-314363	300742 - E&G - WRITE-UPS: NOT MUCH AIR COMING OUT ON LEFT SIDE, DEFROST AND VENTS.; THEN SERVICE CALL: NO START 8/6/19
19-313720	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY TO HAVE WINDSHIELD REPAIRED DUE TO ROCK CHIP
19-312342	300742 - E&G - VIRGINIA STATE INSPECTION. EXEMPT FROM CLEANING. SUMMER CHECK-OVER FOR DOUG 6/27/19
19-311710	300742 - E&G - NEW DECAL FOR BUS
19-310484	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
19-308458	FUELING VEHICLES IN ZONE 3
19-305587	300742 - E&G - NEED TO REPLACE THE TAG AXLE TIRES
19-299605	300742 - E&G - SERVICE CALL: NO START AT SOUTH MAIN -BLW. THEN WRITE-UP FOR WIPER ISSUES 2/25/19; THEN HEAD LIGHT OUT 3/13/19
19-299164	300742 - E&G - CHECK DIRECT TV AND TV. ARE MESSED UP PER GEORGE
18-293553	300742 - E&G - SERVICE CALL: NO START AT MOTOR POOL; LIGHT ISSUE 12/14/18; SERVICE CALL- NO START AGAIN 12/17/18
18-292987	300742 - E&G - 10,000 MILE SERVICE DUE
18-288290	300742 - E&G - CHECK OVER FOR GEORGE
18-287132	300742 - E&G - SERVICE CALL: DIRECT TV/WIFI ISSUES
18-285846	300742 - E&G - CEL ON
18-282956	300742 - E&G - CHECK OVER FOR DOUG.
18-280558	300742 - E&G - NEEDS DOOR GLASS FROM MCI
18-279563	300742 - E&G - BUS HAS A NOISE IN IT PER GEORGE. NEED TO REPLACE THE ALTERNATORS AND 4 PULLEYS. EXHAUST LEAK 7/30/18
18-277769	300742 - E&G - SERVICE CALL: RIGHT TAG AXLE TIRE FLAT -BM. 7/18/18 FIRE SUPPRESSION SYSTEM HAS A FAULT
18-277567	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION. SERVICE CALL: NO START 7/17/18
18-274366	300742- E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL)
18-272831	FUELING VEHICLES IN ZONE 3
18-272477	300742 REQUEST TO TAKE TO PREMIER AUTO BODY FOR DAMAGE REPAIR ON RIGHT MIDDLE DOORS

18-270873	300742 - E&G - 10,000 MILE SERVICE DUE.
18-270129	#300742 - E&G - BUS HAS A FEW LIGHTS OUT PER WRITE-UPS.
18-268172	300742 - E&G - NEED TO REPLACE THE FUEL FILTERS AND AD ADDITIVE
18-264302	300742 - E&G - 10,000 MILE SERVICE DUE
18-263317	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT.
18-259380	300742 - E&G - NEED TO ORDER AIR BAGS FOR TAG AXLE
17-258787	300742 - E&G - STILL HAS TRANS. ISSUES OR ISSUES OF SOME SORT (AFTER MCI HAS LOOKED AT IT)
17-257071	300742 - E&G - SERVICE CALL: NO START
17-255424	300742 - E&G - DOOR ISSUES
17-252262	300742 - E&G - LEAKING AROUND TOP DUMP VALVE ON THE TOILET
17-249354	300742 - E&G - SERVICE CALL: NO START
17-248273	300742 - E&G - WRITE-UPS: ANTENNAE BENT & ROOF LEAKING (9/11/17)
17-246422	300742 - E&G - LIGHTS AND BATTERIES
17-243614	300742 - E&G - REQUEST TO TAKE TO WINDSHIELD CITY FOR WINDSHIELD TO BE REPLACED
17-242604	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
17-241226	300742 - E&G - BATTERIES KEEP GOING DEAD REPLACE BATTERIES PER DOUG JUDY
17-240152	FUELING VEHICLES IN ZONE 3
17-238247	300742 - E&G - SERVICE AND CLEANING OF VEHICLES (PREPARING FOR NEXT RENTAL) DO NOT USE UNTIL 6/1/17
17-234498	300742 - E&G - BUS RUNS BAD. CUTS OFF
17-230551	300742 - E&G - SERVICE CALL: WATER LEAK - BM
17-227522	300742 - E&G - NEEDS 2 TIRES - BM
16-224036	300742 - E&G - CALL-IN FOR SERVICE CALL: NO START-BLW
16-223054	300742 - E&G - 10,000 MILE SERVICE TEN
16-220481	300742 - E&G - SERVICE CALL. FUEL LEAK .- TEN
16-219486	ZONE 3 MASTER - E&G - "GPS INSTALLATION" ON FOLLOWING ASSETS

16-218828	300742 - E&G - REQUEST TO FIX SIDE DAMAGE AND TAKE TO PREMIER FOR PAINT WORK
16-215237	300742 - E&G - REPAIR WRITE UPS - BM
16-213007	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM PREMIER FOR AUTO BODY WORK.
16-207229	300742- E&G - VIRGINIA STATE VEHICLE INSPECTION
16-207134	FUELING VEHICLES IN ZONE 3
16-204753	300742 - E&G - BUS NEEDS SERVICE
16-193861	300742 - E&G - DIRECT TV NOT WORKING
16-189864	300742 - E&G - 10.000 MILE SERVICE - BM
16-188754	300742 - E&G - LIGHTS OUT.
15-188376	300742 - E&G - SERVICE CALL
15-186039	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FROM MCI FLEET SUPPORT FOR LABOR ON REPAIRS.
15-183418	300742 - E&G - REPLACE RIGHT AND LEFT WINDSHIELDS/PER DOUG JUDY - TEN
15-175897	300742 - E&G - RECALL #?, BULLETIN #424 & CUMMINS #C1638 - TO VA TRUCK CENTER CMC
15-174865	300742 - E&G - SERVICE CALL FOR NO START TEN
15-173006	300742 - E&G - 10.000 MILE SERVICE - BM
15-172241	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
15-170217	300742 - E&G - CHECK LIGHTS - BM
15-168140	FUELING VEHICLES IN ZONE 3
15-165719	300742 - E&G - THIS REQUEST IS TO PAY FOR OUTSOURCE BODYWORK THAT WILL BE COMPLETED BY PREMIER.
15-160746	300742 - E&G - BM - 10.000 MILE SERVICE
15-158423	300742 - E&G - NO HEAT - BM
14-151061	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-151022, WRONG PROPERTY - MAM 10/28/14
14-151022	300742 - E&G - 10.000 MILE SERVICE - BM * THIS IS A NEW WORK ORDER FOR 14-149577, WRONG PROPERTY - MAM 10/27/14

14-151019	300742 - E&G - BATTERY LIGHT ON - BM * THIS IS A NEW WORK ORDER FOR 14-150261, WRONG PROPERTY - MAM 10/27/14
14-149016	300742 BM - E&G - HAVE TIRES INSTALLED
14-142845	300742 - CHECK OUT DOOR GLASS - BM
14-138818	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
14-134116	FUELING VEHICLES IN ZONE 3
14-131195	300742 - E&G - BM - 10.000 MILE SERVICE
14-123575	300742 - E&G - REPLACE FOG LIGHTS TEN
14-123513	300742 - E&G - REPLACE FOG LIGHT - TEN
13-120717	300742 - E&G - REPAIR WRITE UPS / 10,000 MILE SERVICE - TEN
13-117911	300742 BM BATTERY LIGHT ON
13-116362	300742 - E&G - CHECK HEATER CORE - BM
13-113121	300742 - E&G - LEFT FRONT DRIVER GLASS KNOCK OUT - BM
13-111672	300742 - E&G - CHANGE FUEL FILTERS TEN
13-109195	300742 - E&G - SERVICE CALL TO PREMIER AUTO BODY. NO START TEN
13-107522	300742 - E&G - THIS REQUEST IS FOR OUTSOURCE BODY WORK THAT WILL BE COMPLETED BY PREMIER.
13-106071	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION
13-106026	FUELING VEHICLES ZONE 3
13-100332	300742 - E&G - 10.000 MILE SERVICE
13-098956	300742 - E&G - REPAIR WRITE UPS - BM
13-094493	300742 - E&G - 10.000 MILE OIL CHANGE - BM
13-094433	300742 BM - E&G - INSTALL NEW INVERTER
13-094412	FUELING VEHICLES IN ZONE 3
13-090176	300742 - E&G - SERVICE CALL NO START TEN
13-089906	300742 - E&G - VEHICLE PREVENTIVE MAINTENANCE
12-089680	300742 - E&G - SERVICE CALL FOR NO START QG

12-085566	300742 - E&G - THIS REQUEST IS FOR AN OUTSOURCE WINDSHIELD REPAIR. WORK WAS COMPLETED BY WINDSHIELD CITY.
12-083107	300742 - E&G - THIS REQUEST IS FOR A SET OF HEAVY DUTY JUMPER CABLES. PURCHASED THROUGH FISHER. ATTN: LYNN USHRY
12-082829	300742 - E&G - THIS REQUEST IS TO PAY AN INVOICE FOR GRAPHICS AND INSTALLATION SERVICES. THIS WORK WAS COMPLETED BY VERNON.
12-081756	300742 - E&G - NO START AT SOUTH MAIN - BM
12-080721	300742 - E&G - VIRGINIA STATE VEHICLE INSPECTION





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742

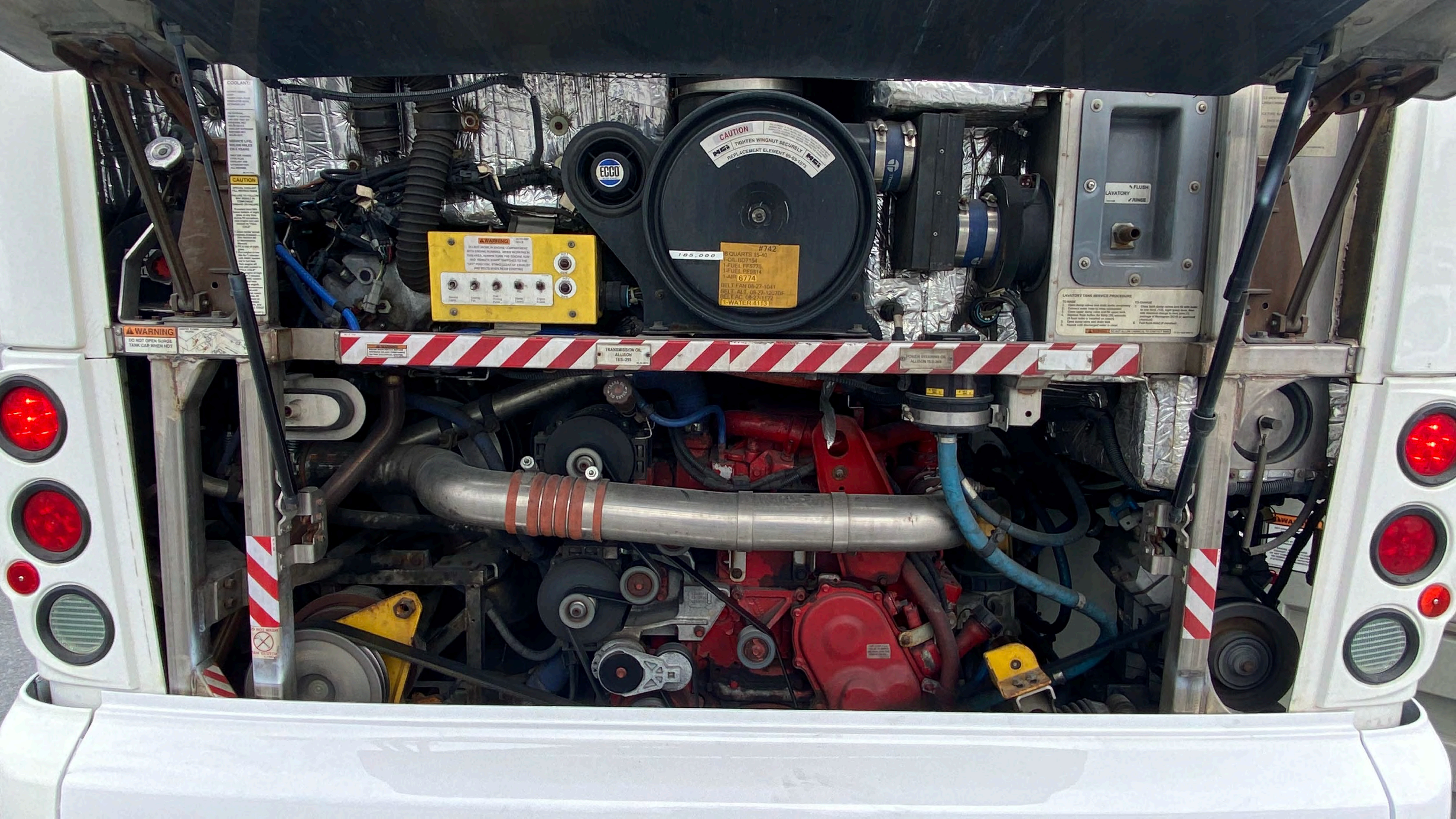
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742

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COOLANT:

RESISTANCE LIFE:
WELDED WELDS
ON 4 YEARS

CAUTION

DO NOT OPEN IN ENGINE COMPARTMENT
WITH ENGINE RUNNING, WHEN INCREASING IN
PRESSURE. ALWAYS TURN THE ENGINE OFF
AND REMOVE KEYS TO THE ENGINE KEY
TO PREVENT THE ENGAGEMENT OF ENVELOPE
AND BELTS WHEN REAR ENGINE

WARNING
DO NOT OPEN SURGE
TANK CAP WHEN HOT

TRANSMISSION OIL
ALLISON
TES-200

POWER STEERING OIL
ALLISON TES-200

FLUSH
LAVATORY
RINSE

LAVATORY TANK SERVICE PROCEDURE
TO REMOVE
1. Clean tank before use and after each use.
2. Connect water hose to tank connection.
3. Open water supply valve and fill tank with
water. (Do not use hot water.)
4. Remove tank cap for 15-20 seconds.
5. If tank is full, it will be replaced by water.
6. Close water valve and drain tank.
7. Repeat until tank is empty.
TO CHANGE
1. Clean tank before use and after each use.
2. Connect water hose to tank connection.
3. Open water supply valve and fill tank with
water. (Do not use hot water.)
4. Remove tank cap for 15-20 seconds.
5. If tank is full, it will be replaced by water.
6. Close water valve and drain tank.
7. Repeat until tank is empty.

COOLANT.
DETROIT DIESEL
CORP:
POWER COOL PLUS
PREDILUTED 50/50
EXTENDED LIFE

PM INTERVAL:
EVERY 12 MONTHS,
USE DDC TEST KIT
#23523398, MCI
#23-05-0013 &
COOLANT EXTENDER
#23519400 MCI
#23-05-0012

SERVICE LIFE:
600,000 MILES
OR 4 YEARS

ONLY USE POWER
COOL PLUS
COOLANT AND
EXTENDER FOR
ALL ENGINES

06-14-1411

CAUTION

SPECIAL COOLANT FILL INSTRUCTIONS

FAILURE TO FOLLOW
MAY RESULT IN
COMPONENT
DAMAGE OR FAILURE

If coolant level falls
below bottom of sight
glass at any time
during fill procedure,
stop engine and add
coolant to "FULL
COLD"

1. Open center tunnel valves, if closed (See Section 6B of Maintenance Manual)
2. Fill to top of sight glass
3. Run engine at low idle for 3 minutes with HVAC system set to full heat
4. Turn engine off and add coolant to "FULL COLD"
5. Run engine at high idle for 3 minutes with HVAC system set to full heat
6. Increase engine speed to maximum governed until thermostat opens
7. Turn engine off, allow coolant to cool to ambient temperature, and fill to "FULL COLD"

06-14-1443 REV B

TER TUNNEL
VALVES

API CODE CJ-4
15W-40 (SUMMER)
OR 5W40 (WINTER)
ENGINE OIL FILL
08-11-1003

185,000

#742

38 QUARTS 15-40

1-OIL BD7154

1-FUEL FF5776

1-FUEL PF9814

1-AIR **6774**

BELT FAN 08-27-1041

BELT ALT. 08-27-1207DF

BELT AC. 08-27-1172

1-WATER 4113



NEAR AXLE AIR VALVES FOR SERVICE ONLY
VALVES MUST BE CLOSED FOR NORMAL OPERATION

IMPORTANT
SERVICE INFORMATION
USE REFRIGERANT
R-134a ONLY
Do not use other refrigerants.
Improper use may damage the system.
Always use proper recovery and
refill procedures.

WARNING
Do not touch the refrigerant lines.
The refrigerant is under high pressure.
If the refrigerant leaks, it can cause
frostbite or other injury.
Do not use open flames or sparks.
The refrigerant is flammable.
Do not use the system if it is leaking.
Always use proper recovery and
refill procedures.

Always use proper recovery and
refill procedures.
Do not use open flames or sparks.
The refrigerant is flammable.
Do not use the system if it is leaking.
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refill procedures.

Always use proper recovery and
refill procedures.
Do not use open flames or sparks.
The refrigerant is flammable.
Do not use the system if it is leaking.
Always use proper recovery and
refill procedures.





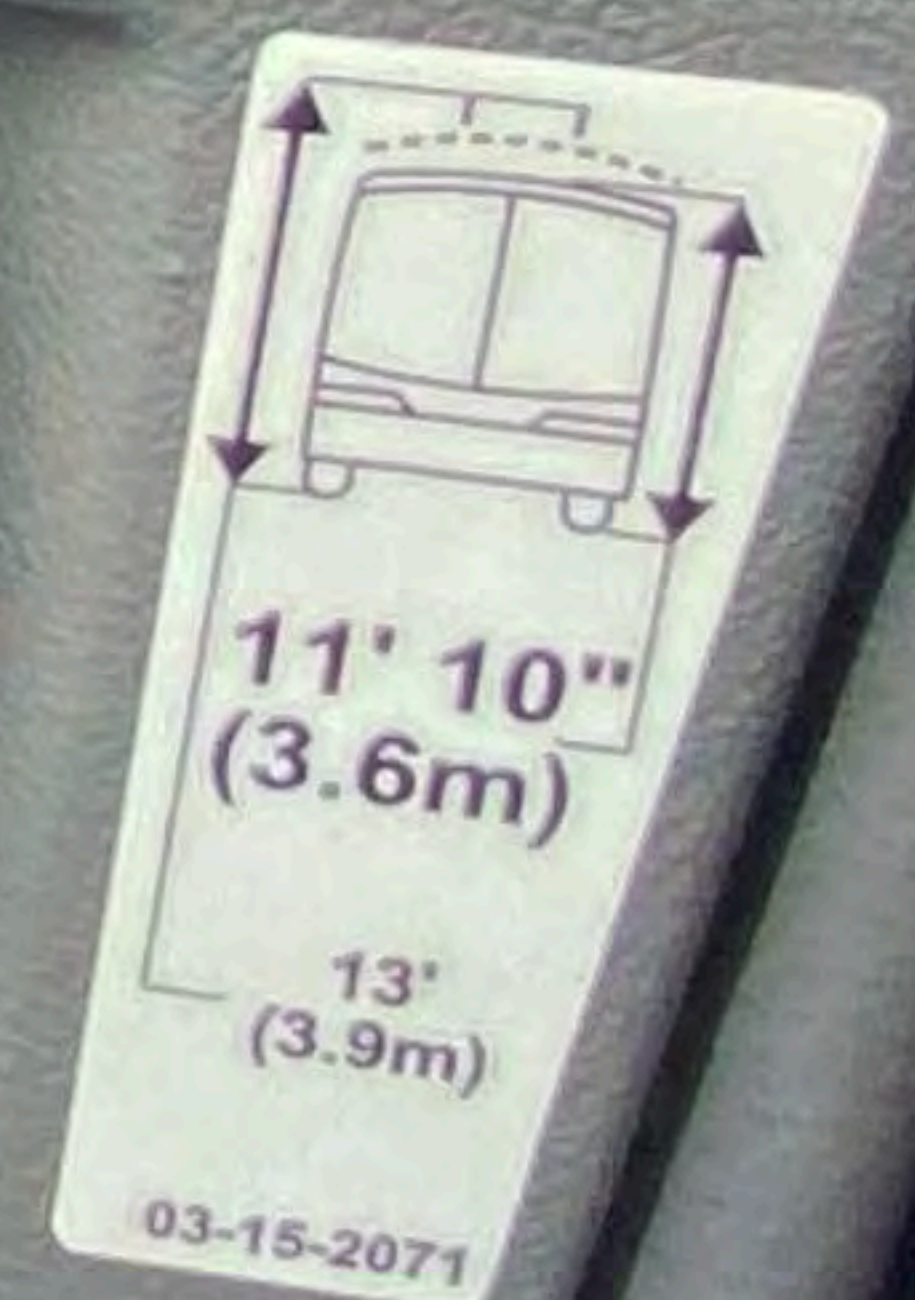
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OPEN
DOOR

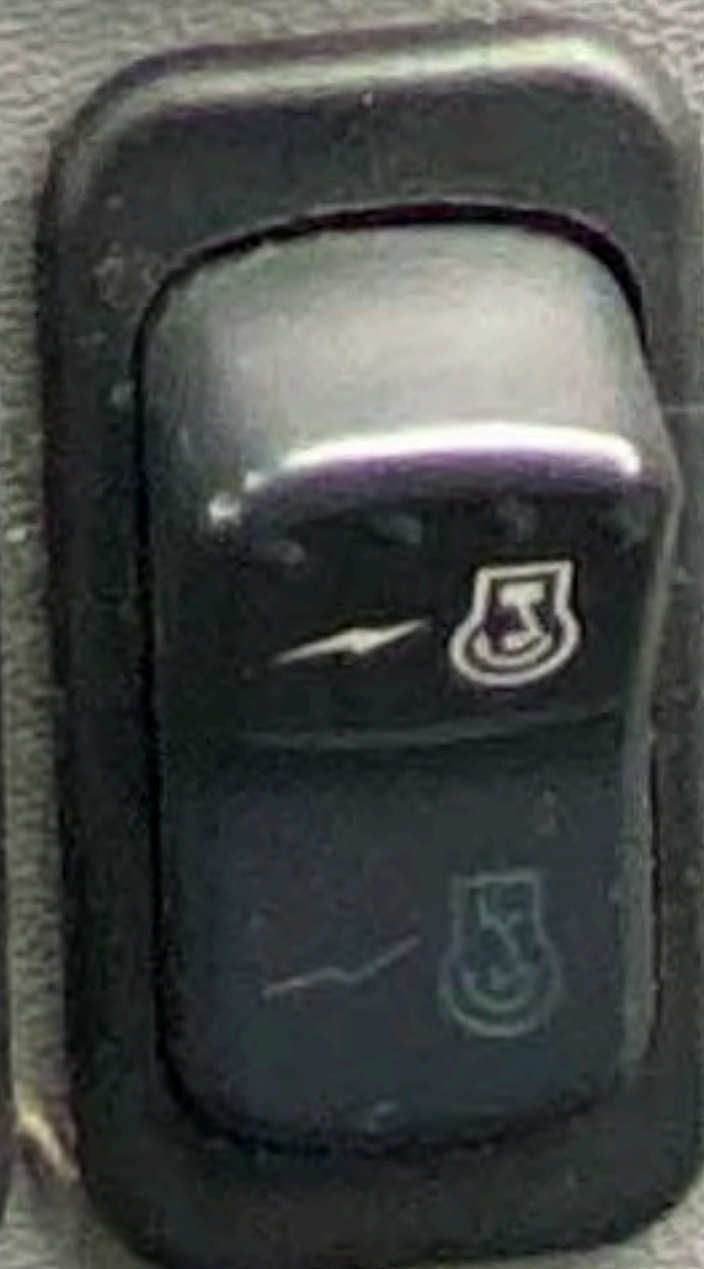
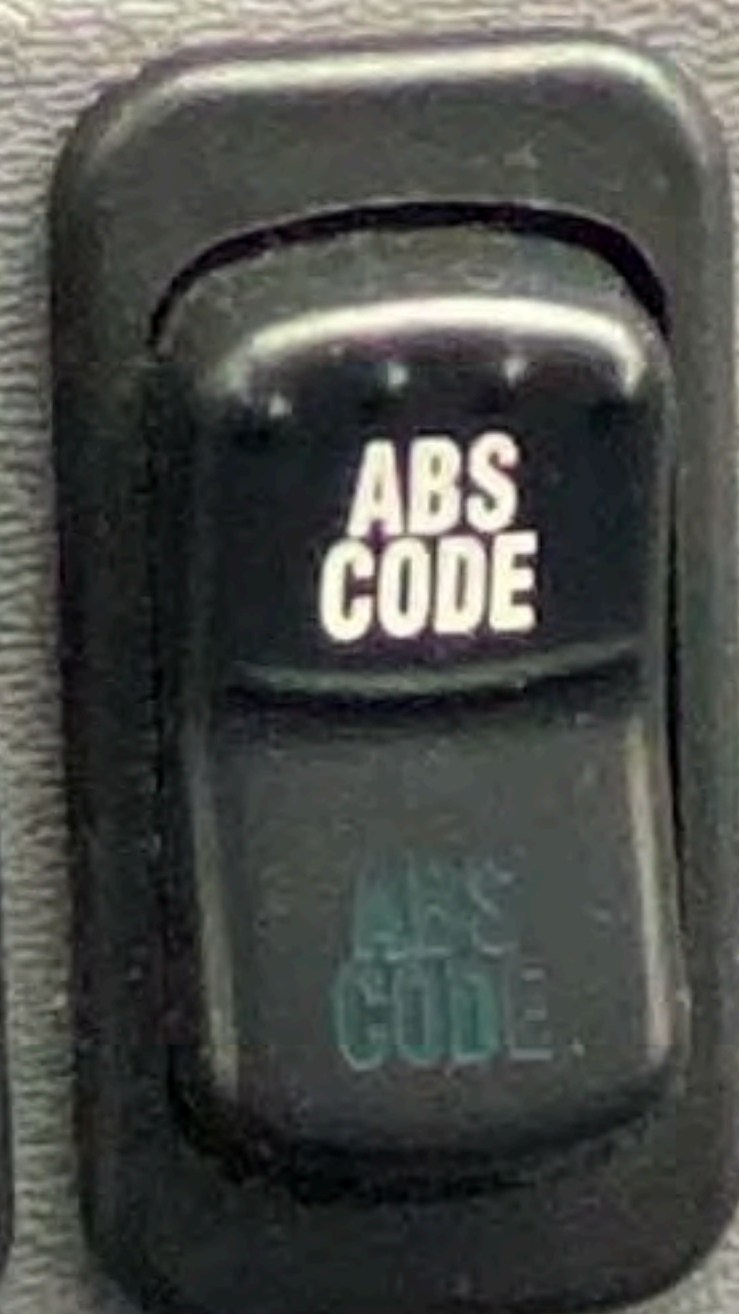


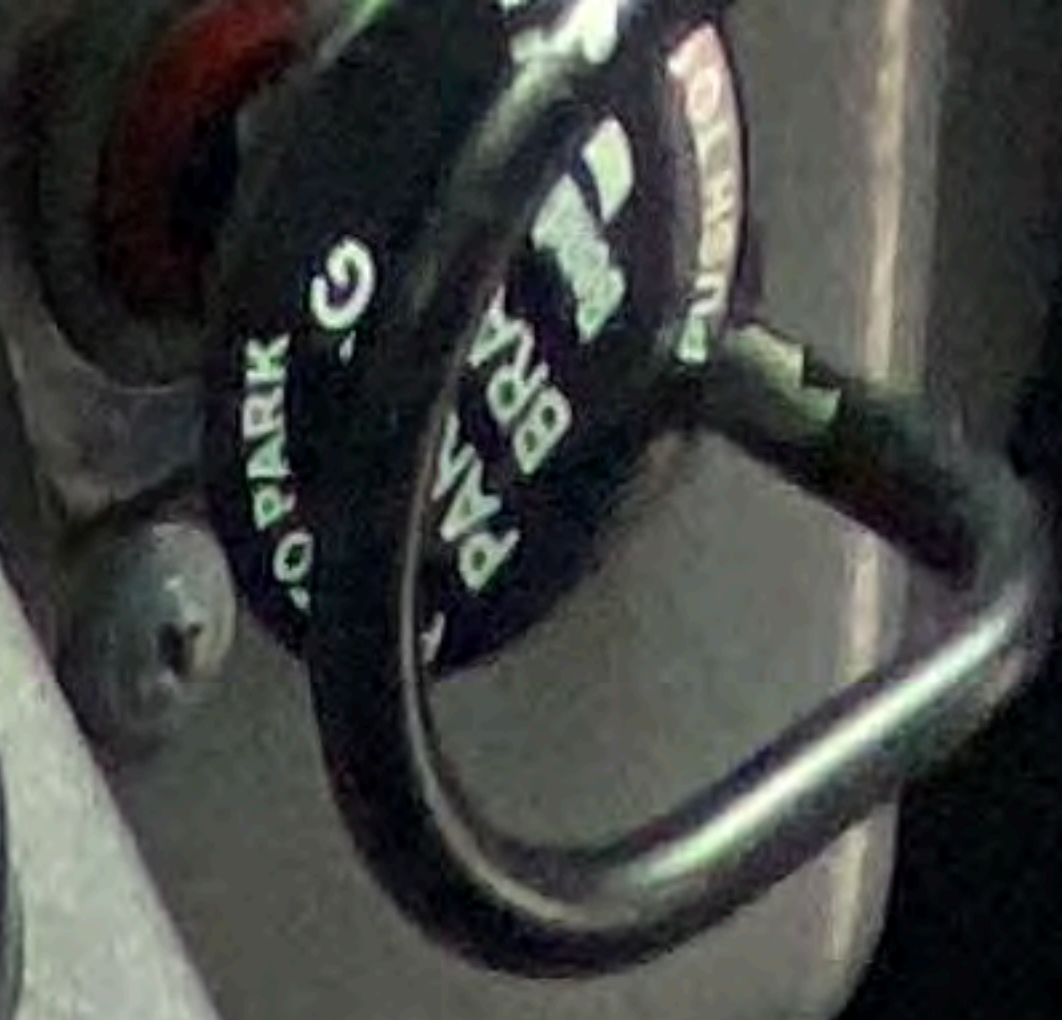
ULTRA LOW SULFUR DIESEL
(ULSD) FUEL
REQUIRED
15PPM MAXIMUM SULFUR
03-01-1555 REV A

DO NOT OPERATE
COAST



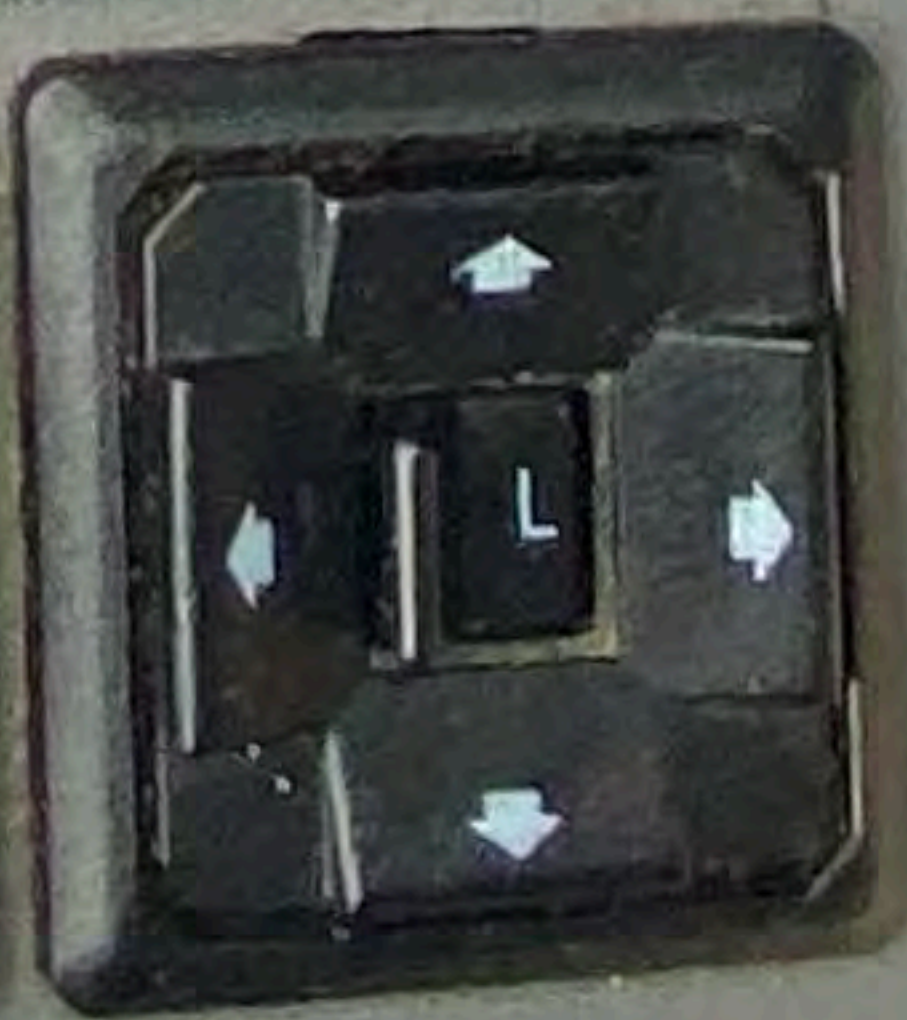
DO NOT OPERATE
CACH BELOW
(690) kPa
03-15-107B





Control panel with a digital display and buttons:

- Buttons on the left: **10M125**, **201-202**
- Digital display showing **MM**
- Buttons on the right: **PERF**, **MODE**
- Buttons in the center: **R**, **N**, **D**, **↑**, **↓**
- Logo: **Allison Transmission**



TOPS REORDER NO. 17524

MADE IN USA







