

RESOLUTION NO. 2656

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE SEVENTEEN PASSENGER BUS FROM CREATIVE BUS SALES.

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to replace older buses with modern, more efficient buses meeting industry standards to ensure safe, reliable transportation for our passengers; and

WHEREAS, SMART has an immediate need for buses to replace aging, unreliable buses; and

WHEREAS, SMART received grant funding in the amount of \$68,000, with a local match of \$17,431 through FTA section 5307; and

WHEREAS, City staff has completed a competitive RFP process for one light duty bus that met State, Federal, and City procurement requirements in order to guarantee open and fair competition; and

WHEREAS, Staff received proposals from three different vendors; and

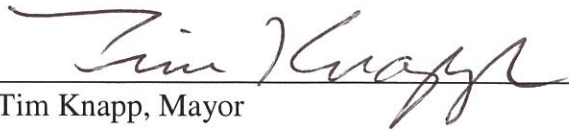
WHEREAS, Creative Bus Sales, at a price of \$85,431 was selected as the best value and lowest responsible bidder; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract in conformance with the state procurement program as recommended by staff.

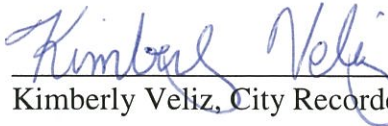
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Review Board, does hereby approve and authorize SMART to award a Purchase Order contract for one 17 passenger bus, to Creative Bus Sales.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of November 2017, and filed with the Wilsonville City Recorder this date.


Tim Knapp, Mayor

ATTEST:


Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachments:

Exhibit A – City of Wilsonville and Creative Bus Sales, Inc. Goods and Services Contract

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) is made and entered into on this 6th day of November, 2017 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Creative Bus Sales, Inc.**, a California corporation (hereinafter referred to as “Supplier”).

RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional “Contract Documents”: Request for Proposal, dated September 7, 2017, and Supplier’s bid in response thereto. Supplier must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Goods Purchased, Equipment Price, and Delivery Date

Supplier will supply the equipment described in the Contract Documents (“Equipment”), and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein. The price of the Equipment is EIGHTY-FIVE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS (\$85,431) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon. Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the City location shown above. The City will pay Supplier in full within 30 days of receipt of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur no later than 160 days after the Effective Date of this Contract.

Section 3. Subcontractors and Assignments

Supplier shall neither subcontract with others for any of the services prescribed herein nor assign any of Supplier's rights acquired hereunder.

Section 4. Insurance

4.1. Business Automobile Liability Insurance. If Supplier will be using a motor vehicle in the performance of the Services herein, Supplier shall provide the City a certificate indicating that Supplier has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

4.2. Workers Compensation Insurance. Supplier and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Suppliers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

4.3. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Supplier shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Supplier agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Supplier will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

4.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Supplier shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Supplier will be required to maintain such policies in full force and effect throughout any warranty period.

Section 5. Warranties.

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work at its location in Canby, Oregon or at another location mutually agreed upon, in writing, by the parties.

Section 6. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

Section 7. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville SMART
Attn: Scott Simonton, Fleet Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070-9454

To Supplier: Creative Bus Sales, Inc.
Attn: Kimberly Stanchfield
7197 S Tull Road
Canby, OR 97013

Section 8. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

8.1. **Energy Conservation.** Supplier agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.2. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

8.3. **Access to Records.** The following federal access to records requirements apply to this Contract:

8.3.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

8.3.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator,

the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

8.3.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

8.4. **Civil Rights Requirements.**

The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

8.4.1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

8.4.2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.4.3. **Age.** In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal

Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.4.4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.5. **Program Fraud and False or Fraudulent Statements and Related Acts.**

8.5.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

8.5.2. Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Supplier, to the extent the Federal Government deems appropriate.

8.6. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Supplier has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.7. Safe Operation of Motor Vehicles. Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

8.8. Federal Changes. Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Supplier's failure to so comply shall constitute a material breach of this Contract.

8.9. Termination. The termination clause for this Contract can be found in **Section 9** below.

8.10. No Obligation by the Federal Government. The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

8.11. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 9. Early Termination; Default

9.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

9.1.1. By mutual written consent of the parties;

9.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Supplier by mail or in person; or

9.1.3. By Supplier, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

9.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Supplier to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

9.3. If the City terminates this Agreement for its own convenience not due to any default by Supplier, payment of Supplier shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Supplier against the City under this Agreement.

9.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

Section 10. Liquidated Damages

10.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date ("Liquidated Damages").

10.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier's final pay request.

10.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Supplier's direction and control that preclude Supplier from performing under the Contract ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of Supplier's performance under the Contract will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 11. Miscellaneous Provisions

11.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

11.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

11.3. Equal Opportunity. No person shall be discriminated against by Supplier in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

11.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party.

11.5. Adherence to Law. Supplier shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier is required by law to obtain or maintain in order to perform the work described in this Contract shall be obtained and maintained throughout the term of this Contract.

11.6. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279B to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

11.7. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

11.8. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and

other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

11.9. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

11.10. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

11.11. Modification. This Contract may not be modified except by written instrument executed by Supplier and the City.

11.12. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

11.13. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

11.14. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

11.15. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

11.16. Interpretation. As a further condition of this Contract, the City and Supplier acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in

taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

11.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

11.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

11.19. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SUPPLIER:

CITY:

CREATIVE BUS SALES, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A SCOPE OF EQUIPMENT

Supplier is providing one (1) medium-sized light-duty transit bus to SMART with the following features:

- Gasoline engine
- Holds approximately 17 seated passengers or 11 seated passengers and two wheelchair spaces
- Two (2) tandem wheelchair stations (not side by side wheelchair stations)
- Has a front loading lift

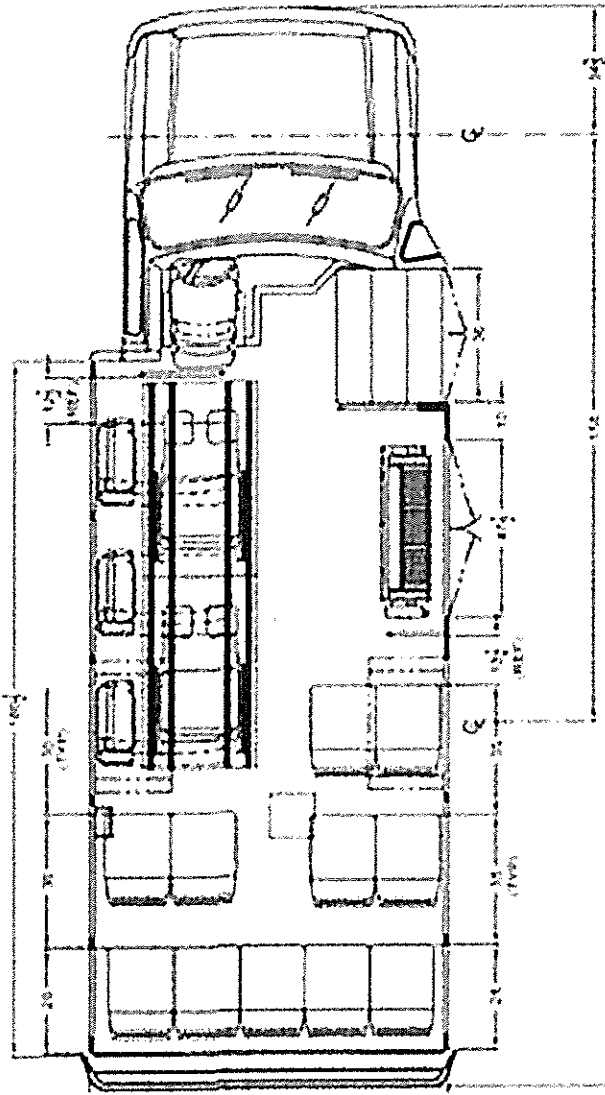
The transit bus must have passed a five (5) year/150,000 mile Altoona/STURRA test, meaning the transit bus cannot have any Class 1 failures or more than two (2) Class 2 failures reported in the most recent executive summary.

Required General Specifications:

Description of required specifications
Vehicle to be approximately 24 feet long w/ 158" wheelbase Ford F-450 chassis, or approved equal
Braun NCL919 wheelchair lift, or approved equal. Lift to be mounted immediately aft of passenger entrance door, with a dedicated lift entry door.
Desired seating capacity 17 (or 11 + 2). See desired floor plan, page 3
6.8L gasoline engine
Total of two (2) wheelchair stations
Three (3) double passenger foldaway seats
Vehicle to be equipped with OEM gaseous fuel prep package
Public address system w/ gooseneck microphone, and a minimum of one (1) rear mounted auxiliary port
PA system to have six (6) speakers, evenly spaced in the ceiling of the bus
Power driver seat – vinyl upholstery, transit gray
Plexiglas driver barrier
Heated/remote exterior mirrors
Altro flooring, or approved equal
58,000 BTU A/C system. Skirt mounted condenser unit must be located fore of rear axle. Units mounted aft of rear axle will not be accepted. Roof mounted units may be considered, bidder to note additional height dimensions if proposing roof mounted units.
Driver side running board
Diamond farebox, keyed to customer file, shipped loose
Passenger seating to be Freedman Citi-seat (or approved equal) with vinyl upholstery, Level 1, Oxen gray
Emergency escape roof hatch
Roof panels without side drip rails
Hanover Displays LED front & side destination signs w/ software package, or approved equal
Armrests on aisle side of passenger seating
Grab handles on aisle side of passenger seating
No passenger seat seatbelts (apply credit if included in base price)

Minimum 36" electric passenger entrance door
2" W/C door ajar light on dash, easily visible to the driver in a seated position
Skirt mounted battery box with sliding battery tray
Flooring covered to seat rail
Standee line
Altro full rubber step nosing, safety yellow, or approved equal
Passenger signal system w/ stop request sign and pull cords (no press tape). One time only chime. Stop requested light on dash board.
Body fluid kit
First aid kit
5 lb. ABC fire extinguisher
Exterior LED light package
Skirt mounted docking lights
Daytime running lights
Interior advertising rail package
Upgrade to full length W/C track system for two (2) stations. Vertical track to be installed on wall, between windows.
Flush mounted or shielded LED side turn signals
Electronic LED Yield sign
REI HD800 w/ 6 camera 750 GB DVR system, or approved equal
Interior LED lighting
Sportworks front standoff mount, capable of accepting Apex 3 rack
Romeo Rim rear bumper, or approved equal
Motorola XTL 2500, or approved equal, two-way radio w/ antenna, installed
Charging system to be supplied by chassis OEM in the highest amperage rating offered by the OEM

Exterior color: OEM Bright White
 Interior color: OEM Off White
 Upholstery: Level 1 Oxen gray
 Interior trim color: Matched to seating
 Floor covering color: Genome



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STARCRAFT COMMERCIAL BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARCRAFT BUS so that Starcraft Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARCRAFT BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARCRAFT BUS, Division of Forest River, Inc., hereinafter referred to as STARCRAFT BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARCRAFT BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARCRAFT BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARCRAFT BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARCRAFT BUS.

4. Warranty Period

The STARCRAFT BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT.

Custom paint and/or tape application, if performed by STARCRAFT BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARCRAFT BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARCRAFT BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Starcraft Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARCRAFT BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARCRAFT BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARCRAFT BUS.

EXHIBIT B

Exhibit A
Resolution No. 2656

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARCRAFT BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARCRAFT BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARCRAFT BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARCRAFT BUS. Have the dealership contact Starcraft bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARCRAFT BUS Customer Service Department (see address and telephone numbers below) for the name of a STARCRAFT BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARCRAFT BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARCRAFT BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call STARCRAFT BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARCRAFT BUS Customer Service Department (address below) for the name and location of a STARCRAFT BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARCRAFT BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARCRAFT BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARCRAFT BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARCRAFT BUS and STARCRAFT BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARCRAFT BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARCRAFT BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
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Goshen, IN 46528
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