

RESOLUTION NO. 2022 - 431

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK THE FLORIDA SHERIFFS ASSOCIATION CONTRACT #FSA22-VEH20.0, TO EXECUTE AND ISSUE A PURCHASE ORDER FOR TEN (10) CUTAWAY BUSES FOR THE COUNTY'S TRANSIT SYSTEM, FOR A TOTAL PURCHASE PRICE OF \$1,257,930.00, AND TO APPROVE A TRANSFER IN THE AMOUNT OF \$20,806 FROM TRANSIT FUND RESERVES.

RECITALS

WHEREAS, the County requires ten (10) cutaway buses to replace old buses that have exceeded their useful life, and must be taken out of use; and

WHEREAS, the Florida Sheriffs Association recently awarded a contract with Creative Bus Sales, Inc, in accordance with the FTA requirements, which allows the County to piggyback the Florida Sheriffs Association Contract #FSA22-VEH20.0, as the previously available FDOT/TRIPS contract has not been executed and is not expected to be available for piggyback for several more months, and Creative Bus Sales has the buses available now, which significantly reduces the wait time to receive buses and put them into service; and

WHEREAS, the proposal from Creative Bus Sales, Inc complies with the FSA22-VEH20.0 contract requirements; and;

WHEREAS, the purchase will be funded through the Growth Management Department, transit funds that are currently available for capital purchases; and

WHEREAS, a transfer from Transit Fund Reserves in the amount of \$20,806 is necessary towards the appropriation of the ten (10) cutaway buses; and

WHEREAS, the County finds that making this purchase serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the FSA22-VEH20.0 to purchase ten (10) cutaway buses for the County's transit system.

Section 3. The County Administrator, or designee, is further authorized to execute and issue a purchase order to Creative Bus Sales, Inc, for a total purchase price of \$1,257,930.00, in accordance with the provisions of the FSA22-VEH20.0 contract.

Section 4. A transfer in the amount of \$20,806.00 from Transit Fund Reserves is approved towards the appropriation of the buses.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: *Henry Oa*
Chair

**ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller**

By: *Robin L. Platt*
Deputy Clerk

Rendition Date NOV 17 2022





Creative Bus Sales

Creative Bus Sales
8600 Atlantic Blvd
Jacksonville, FL 32211

Phone: 904.241.6004
Fax: 904.241.0507
www.creativebussales.com

Buyer's Order Contract

Date:	November 7, 2022	Unit #(s):	1708894, 1708895, 1708896, 1708897
Customer Name:	St. Johns County Florida		
Contact:	Matt McCord	Phone:	904-209-3718
Address:	2595 Old Moultrie Rd.	Fax:	
City, State, Zip:	St. Augustine, FL 32086	E-Mail:	mmcord@stjohnscoa.com
Sys2K Entity #:		Salesperson:	Les Bures
Ship To Address:	Attn: Matt McCord - St. Johns County Florida - 2595 Old Moultrie Rd.		
Ship To Address Cont'd:	St. Augustine, FL 32086		
Ship To Phone:	904-209-3718	Ship To Email:	mmcord@stjohnscoa.com
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	Florida Sheriffs Association Contract Item 15, New 2022 E450 Starcraft 14+2		
VIN #:	1FDFE4FN8PDD21014, 1FDFE4FN6PDD21027, 1FDFE4FN1PDD22215, 1FDFE4FN8PDD22230, 1FDFE4FNPD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	14	Wheelchair Positions:	2
Estimated Delivery Date:	November 30, 2022	Payment Terms:	Net 30
		Unit Price	\$ 129,862.00
		Delivery	\$ -
Possession State:	FL	Incentive (Non-Taxable)	\$ (3,725.00)
		Rebates (Taxable)	\$ (1,000.00)
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 125,287.00
		Total Taxable Amount	\$ 126,293.00
		Sales Tax	\$ -
	0.00% FL - Exempt-NonProfit Organization		\$ -
			\$ -
			\$ -
		DMV Estimated Fees	\$ 500.00
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ 6.00
		Fees Sub-Total	\$ 506.00
		Total Price Per Unit	\$ 125,793.00
		Quantity	10
		Contract Total	\$ 1,257,930.00
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 1,257,930.00

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: Les Bures _____ **11/7/2022**

CBS Signature: _____



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

FSA Item 15 2023 Starcraft Allstar 22'

Price Proposal



Sales Experience

550+ Years of Collective Bus Sales Experience
Servicing Over 1,500 Customers Annually



Nationwide Network

22 Full-Service Locations Nationwide
Partners with 25+ Top Manufacturers



Competitive Pricing

Volume Discounts
Fixed Contract Pricing



In-House Financing

Seamless Transactions
Flexible Structures

41

Years In
Business

22

Nationwide
Locations

350+

Dedicated
Employees

1,500

Annual
Customers

Creative Bus Sales offers dedicated sales, parts, and service departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts. As a family-owned business with experience in the transportation industry since 1980, it's no coincidence that we've grown to become the nation's largest bus dealership.

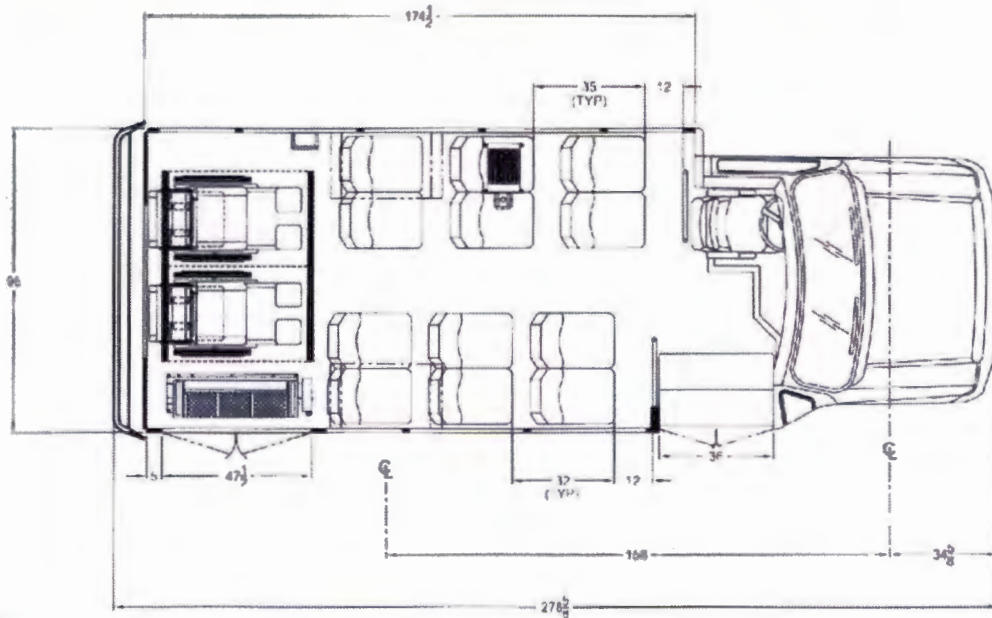
[Contact Us](#)

888.633.8380

CreativeBusSales.com



2023 Starcraft Allstar 22'





Specifications

Chassis	<ul style="list-style-type: none">• 2023 Ford E-450• Engine: 7.3L V-8• Fuel Type: Gas
Exterior	<ul style="list-style-type: none">• Exterior Color: White• Wheelbase: 158"• Fully welded steel cage construction meeting all applicable FMVSS requirements• "Starview" driver's visibility window in front of entry door• Electric actuated 36" passenger entry door with full length glass• 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint• Black powder coated steel rear bumper• Rear mud flaps• Pre-painted white aluminum side, skirts• Fiberglass front and rear caps• One-piece seamless FRP (fiberglass reinforced plastic) roof• Breakaway rearview mirrors with built-in convex
Interior	<ul style="list-style-type: none">• 93" Interior Width• 80" Interior floor to ceiling height (raised floor is 75")• Floor and wall seat track for flexible seating• 5/8" exterior grade plywood flooring• Ceiling and rear wall fabric for sound abatement• White step nosing• Printed circuit board with automotive type fuses and LED troubleshooting lights• Driver Area: Grey padded vinyl• Walls and Ceiling: Grey padded vinyl• Flooring: Gerflor Sirius Graphite Grey• Ceiling grab rail on street side• 1 1/4" dual entry grab rails parallel to entrance steps (both sides)• Stanchion and modesty panel behind driver• Driver storage in cab overhead
A/C and Heat	<ul style="list-style-type: none">• A/C System: TA733 Super 68K Dual Compressor• Heater: 65K BTU floor mounted, 3 speed low profile OK side sliders
Lighting	<ul style="list-style-type: none">• Door activated interior lights• Surface mount LED entry door exterior light• Sealed LED stop, tail, and turn signal lights with LED back-up lights• LED front and rear marker lights• LED entry door step well lights• LED driver and passenger area lighting
Electrical	<ul style="list-style-type: none">• 240 AMP OEM alternator• Intermotive Flex Tech Electrical System
Audio/Visual	<ul style="list-style-type: none">• Deluxe AM/FM/CD with clock & 4 speakers PA ready• Rosco back-up camera system w/ 7" rearview monitor/mirror combo
Wheelchair Accessibility	<ul style="list-style-type: none">• 34" x 54" Braun wheelchair lift located in the rear of the unit• Intermotive Gateway Transit Fast Idle with lift interlock• Wheelchair door upfit package
Accessories	<ul style="list-style-type: none">• Manual Q' Straint securement kit (2)• Priority seating sign **Required for ADA Compliance**



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

- Wheelchair decal
 - Back-up alarm SAE type C 97 db(A)
- Safety**
- 12 Passenger, 2 Wheelchair
 - 13 Passenger, 1 Wheelchair
 - 14 Passenger, 0 Wheelchair
- Passenger Seating Options**
- Seating**
- Passenger Seating:
 - Seat Fabric: Level 6 Duratex Jordan Blue
 - Mid high, double seat (6)
 - Econo Flip, single seat (2)
 - Seat belt, non-retractable (14)
 - Seat belt loop (14)
 - Anti-vandal grab handle on aisle seats (6)
 - Driver Seating: SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket
 - Driver Seat Cover: Level 6 Duratex Jordan Blue Cloth

Florida Sheriffs Association Contract Item 15 additional options compared to above specification for stock buses.

93119	Allstar 24 158" WB E450 7.3L Gas Engine	\$4,441
2113	Grey Padded Vinyl Interior (wall and ceiling)	\$319
8045	Rear Heater 65K BTU	\$650
20192	Driver Storage In Cab Overhead	\$163
20206	Double W/C Doors w/ windows	\$1,450
8744	Braun Century Lift	\$8,115
99	Intermotive Fast Idle with Interlock	\$708
8688	(2) Q Straint Standard Retractors L Track	\$1,648
8104	Priority Seating Sign	\$18
2112	Driver Seat Cover Level 6	\$232
20319	(2) Flip Seat Single	\$1,914
2122	(14) Passenger Seat Cover Level 6	\$2,030
Total		\$21,688

Options removed from FSA Base Specification

8067	(3) Passenger Seat Mid High Back Double	-\$2,646
8068	Passenger Seat Mid High Back Single	-\$482
Total		-\$3,128



Warranty

Manufacturer Warranty

- Starcraft 5 Year/100,000 Miles

Chassis Warranty

- Ford E-450 Bumper to Bumper: 3 Year/36,000 Miles
- Ford E-450 Powertrain: 5 Year/60,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

We Process All The Warranty Registrations

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

We Handle All The Paperwork

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

Repair Facilities Near You

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

No More Claim Forms

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

Longer Warranty Period

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.



Pricing

Description	Amount
Bus Cost	\$107,233.00
Additional Stock Unit Options (see above)	\$21,688
Subtracted Stock Unit Options from FSA Item 15 (see above) -\$3,128	
Total*	\$125,793.00

* Pricing does not include sales tax.

*Pricing can adjust due to Ford rebate availability .

Contact:

Date Issued:

Name: Les Burres

Phone:904-537-7710

Email:lesb@creativebussales.com

**REQUIRED FEDERAL CLAUSES
(Rolling Stock Contracts Exceeding \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal. Vendor must include Buy America Certification with submittal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor 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 the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this

the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

1. Fly America Requirements

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Mandatory Clause:

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.00.

Choose one alternative:

-The Proposer, Creative Blue Sales, Inc., certifies to the best of its knowledge and belief that it and its principals: 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state

antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;3.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and4.Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in College Park, Georgia
(City, State)

Name:



Authorized signature

8/25/22

Date

BUY AMERICA

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:



Authorized signature

8/25/22

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Creative Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Nick Corley, Sales Operations Manager
8/25/22

Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.),and;

(3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.00%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. The buses offered herewith have been tested in accordance with 49 CFR Part 665 on 5/2009 (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. The vehicle is a new model and shall be tested and the results shall be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:



Authorized signature

8/25/22

Date

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of Georgia, County of Clayton

I, Nick Corley, being first duly sworn, do hereby state that
(Name of Affiant)

I am Sales Operations Manager of Creative Bus Sales, Inc.
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is bus sales and service
and who resides at 1926 Hyannis Ct. College Park, GA 30337
and that Creative Bus Sales, Inc.

(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.



Signature of Affiant

8/25/22

Date