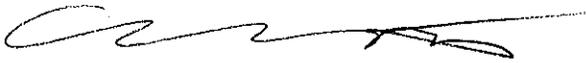


### 13.0 BIDDER'S CERTIFICATIONS

This certifications shall be completed and submitted with the bid. Non-Submittal of the certifications may be cause for rejection of the bid.

#### LEGAL ASPECTS

1. The unit(s) will be delivered completely assembled and ready to operate.
2. Approximate delivery date will be 180 Days ARO.
3. Only new components, parts and models in current production, which are cataloged by the manufacturer's published literature and printed specifications, are currently available, will be considered.
4. Vehicle, equipment, accessories and modifications furnished to meet these specifications shall conform to the provisions of the California Vehicle Code, Federal Motor Vehicle Safety Standards, the California Code of Regulations, Title 13, Motor Carrier Safety Regulations, California Emissions Standards and the American's With Disabilities Act.
5. The warranty of each unit shall include chassis, engine, drive train, modifications, etc., and shall start from the date the purchaser puts the unit into service.
6. Bidder shall describe his policy on warranties, both on workmanship and material, as applying to this equipment. Bidder shall assume responsibility and warranty for materials and accessories used in the vehicle(s), whether the same are made by the bidder or purchased from an outside source. Warranty must include provisions for having warranty work performed by other parties in lieu of the bidder.
7. There shall be a minimum 36,000-mile or three-year warranty on all parts, labor and equipment.
8. The agency shall retain the right to have an authorized inspector in the manufacturer's plant and/or his subcontractor's plant or plants to insure proper performance under the terms of the contract for compliance with the specifications and terms of the purchase order.
9. Bid must remain in effect for sixty days from the date of bid opening.



Anthony Matijevich - Creative Bus Sales, Inc.  
Signature of Authorized Officer

13501 Benson Ave.  
Address

Chino, CA 91710  
City, State, Zip Code

#### CIVIL RIGHTS REQUIREMENTS

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of 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.

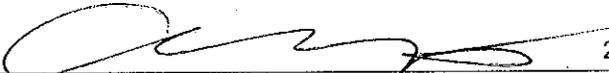
**CERTIFICATION OF COMPLIANCE WITH THE**

**AMERICANS WITH DISABILITIES ACT OF 1990**

The Proposer hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Paratransit Buses.

Anthony Matijevich, President

Name and Title of Authorized Representative

 2-14-06  
Signature Date

**BIDDER'S CERTIFICATION OF "BUY AMERICA" COMPLIANCE**

The Contractor agrees to comply with 49 U.S.C. 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 wavier has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The bidder must attach documentation that supports the information provided below.

<u>COMPONENT</u>	<u>MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
Engine			
Transmission	See Following Pages For	Documentation	
Front Axle Assemblies			
Rear Axle Assemblies			
Drive Shaft Assemblies			
Front Suspension			
Rear Suspension			

Air Compressor and

State of California

---

Pneumatic Systems	(See Following Pages for Documentation)	_____
Alternator and Electronic Systems	_____	_____
Steering System	_____	_____
Air Conditioning Evaporator	_____	_____
Condenser Assemblies	_____	_____
Heating Systems	_____	_____
Passenger Seats	_____	_____
Driver's Seat Assemblies	_____	_____
Window Assemblies	_____	_____
Entrance and Exit Door	_____	_____
Door Control Assemblies	_____	_____
Interior Lighting	_____	_____
Front and Rear End Caps	_____	_____
Front and Rear Bumper	_____	_____
Aluminum Extrusions	_____	_____
Steel or Fiberglass	_____	_____
Exterior Panels	_____	_____
Interior Trim	_____	_____
Flooring	_____	_____

**BUY AMERICA COMPLIANCE**

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

**FINAL ASSEMBLY COST \$ \_\_\_\_\_**



Pneumatic Systems	_____	_____	_____
Alternator and Electronic Systems	_____	_____	_____
Steering System	_____	_____	_____
Air Conditioning Evaporator Condenser Assemblies	_____	_____	_____
Heating Systems	_____	_____	_____
Passenger Seats	_____	_____	_____
Driver's Seat Assemblies	_____	_____	_____
Window Assemblies	_____	_____	_____
Entrance and Exit Door	_____	_____	_____
Door Control Assemblies	_____	_____	_____
Interior Lighting	_____	_____	_____
Front and Rear End Caps	_____	_____	_____
Front and Rear Bumper	_____	_____	_____
Aluminum Extrusions	_____	_____	_____
Steel or Fiberglass	_____	_____	_____
Exterior Panels	_____	_____	_____
Interior Trim	_____	_____	_____
Flooring	_____	_____	_____

**BUY AMERICA COMPLIANCE**

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

**FINAL ASSEMBLY COST \$ \_\_\_\_\_**

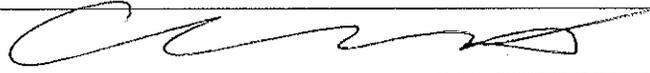
State of California

**BUY AMERICA COMPLIANCE**

**Certification requirement for procurement of buses, other rolling stock and associated equipment.  
Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date 2-14-06

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

**Certification of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations set forth in 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

State of California

**BUY AMERICA COMPLIANCE**

**Certification requirement for procurement of buses, other rolling stock and associated equipment.  
Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date February 1st, 2006

Signature Michael J. Compt

Company Name ELDorado National

Title Regional Sales Manager

**Certification of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations set forth in 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**BIDDER'S CERTIFICATION  
BUY AMERICA**

**PRE - AWARD AUDIT**

**ELDORADO NATIONAL AEROLITE 210  
FOR  
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Chevrolet	US	43.4744%
*Base Body	EIDorado National	US	20.3123%
*Alternator	N/A		0.0000%
and electronic systems			0.0000%
Fast Idle	N/A		0.0000%
Engine Shut-Down	Motogard	INCL'D. IN CHASSIS PRICE	0.0000%
Battery System	N/A		0.0000%
*Air conditioning compressor assemblies	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies			0.0000%
*Heating systems	Carrier A/C	US	5.8475%
*Passenger seats	ProAir	US	0.5335%
*Flip Seats	Freedman Seating Co.	US	3.3710%
*Driver's seat assemblies	N/A		0.0000%
*Entrance Door assemblies	Recaro	US	2.5236%
Lift Door	EIDorado National	US	0.0000%
Exit Door	EIDorado National	US	0.2052%
	N/A		1.2105%
*Door control assemblies	A&M Systems	US	0.0000%
*Front and rear bumper assemblies	EIDorado National	INCL'D. IN CHASSIS PRICE	0.2975%
	Romeo Rim	US	0.0000%
*Suspension	Mor/Ryde	US	2.3287%
*Lift Assembly	Braun	US	1.4773%
*Restraints	Q-Straint	US	6.5040%
*Chassis electrical	Intermotive	US	1.9492%
			1.6209%
			0.0000%
	<b>TOTAL</b>		<b>90.0347%</b>

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall Street, Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body  
Brake Retarder Installed  
Steel sub-frame is fabricated and attached to chassis  
Flooring is installed on the sub-frame  
Body is attached to chassis sub-frame and floor  
Windows are installed  
Doors are installed  
Electrical wiring harness is installed  
Interior paneling and equipment finished out  
Air conditioning installed  
Lift installed and tested  
Seats installed  
Tie-downs installed  
Final finish functions performed:

Exterior paint and markings applied  
Quality control and final testing performed  
Vehicle readied for shipment

**COST OF FINAL ASSEMBLY**

**\$4,857.00**

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

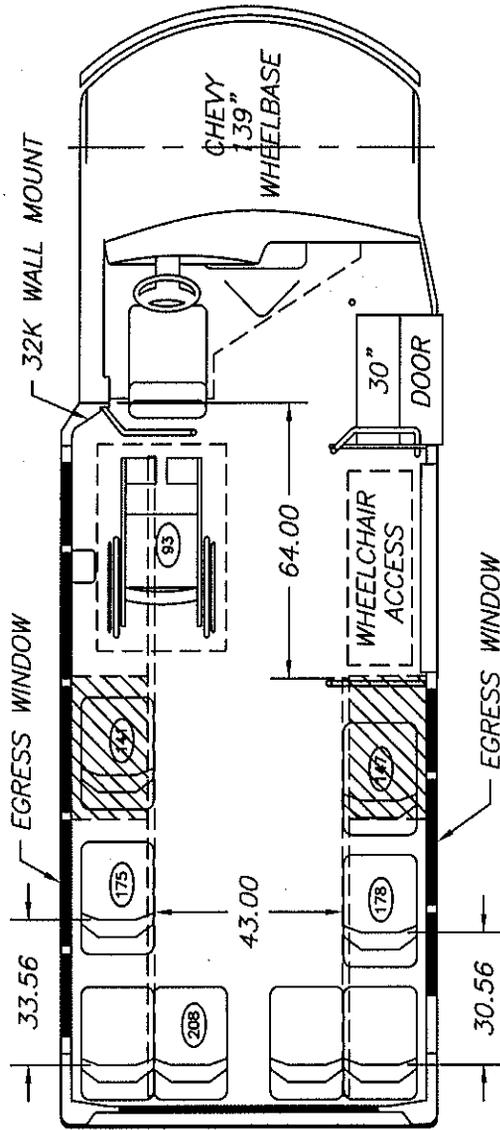
- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part.661.11.

By:  
Title  
Manufacturer:  
Date:

Darrin Hendrixson  
Contract Administrator  
EIDorado National Co.  
February 9, 2006

LEGEND  
 (S) = C/L FRONT AXLE TO PASS C.G.



**Eldorado National**  
 — a THOR company —  
 1655 WALL STREET  
 SALINA, KS. 67401

TITLE:  
 AEROLITE 210  
 30" ENTRY DOOR / WC DOOR (FRONT)

MATERIAL SPEC:  
 "LONG BODY" / 141" SW

PART NUMBER  
 ALC2107-DH03

RELEASE #

RELEASE #

DATE

DESCRIPTION

REV. BY DATE

2/7/06

RELEASE TO PRODUCTION

1 of 1

REV.	BY	DATE	DESCRIPTION	RELEASE #
-	BJM	2/7/06	RELEASE TO PRODUCTION	

DRAWING INFORMATION

DRAWN: MCGUILLAN (CKD)

DATE: 2/7/06

SCALE: 1/42

TOLERANCE UNLESS SPECIFIED

FRACTIONS ± 1/16

DECIMALS .00 ± .06

ANGLES + 1 DEG.

NEXT ASSEMBLY: NONE

SUPERCEDES: NONE

DO NOT SCALE DRAWING

MARK PART NUMBER AND REVISION ON ALL PARTS

THIS DRAWING IS THE PROPERTY OF ELDOORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.

REV. 02/02

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**BIDDER'S CERTIFICATION  
BUY AMERICA**

**PRE - AWARD AUDIT**

**ELDORADO NATIONAL AEROLITE 210  
FOR  
CALTRANS**

Pursuant to 49 CFR Part 661, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, as amended, unless steel and a manufactured product used in such products are produced in the United States.

COMPONENT	MANUFACTURER	COUNTRY OF ORIGIN	PERCENTAGE OF TOTAL VEHICLE COST
*Chassis	Chevrolet	US	39.0927%
*Base Body	EIDorado National	US	18.2650%
*Alternator	N/A	US	1.1070%
and electronic systems			0.0000%
Fast Idle	N/A	US	0.5074%
Engine Shut-Down	N/A		0.0000%
Battery System	N/A	US	0.0000%
*Air conditioning compressor assemblies	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
*Air conditioning evaporator/condenser assemblies	Carrier Air Conditioning	US	0.0000%
*Heating systems	ProAir	US	5.2581%
*Passenger seats	Freedman Seating Co.	US	0.4336%
*Flip Seats	N/A		3.1364%
*Driver's seat assemblies	Recaro	US	0.0000%
*Chassis electrical	Intermotive	US	2.2693%
*Entrance Door assemblies	EIDorado National	US	1.4575%
Lift Door	EIDorado National	US	0.0000%
Exit Door	N/A		0.0000%
*Door control assemblies	A&M Systems	US	0.2675%
*Front and rear bumper assemblies	Chevrolet	INCL'D. IN CHASSIS PRICE	0.0000%
*Lift Assembly	Romeo Rim	US	2.0940%
*Restraints	Ricon	US	5.8300%
	Q'Straint	US	1.7527%
			0.0000%
			0.0000%
<b>TOTAL</b>			<b>82.7442%</b>

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly:

The actual location of the final assembly point shall be: 1655 Wall St., Salina, KS 67401

Description and activities are as follows:

Cab-chassis is modified to receive the vehicle body  
Brake Retarder Installed  
Steel sub-frame is fabricated and attached to chassis  
Flooring is installed on the sub-frame  
Body is attached to chassis sub-frame and floor  
Windows are installed  
Doors are installed  
Electrical wiring harness is installed  
Interior paneling and equipment finished out  
Air conditioning installed  
Lift installed and tested  
Seats installed  
Tie-downs installed  
Final finish functions performed:  
  
Exterior paint and markings applied  
Quality control and final testing performed  
Vehicle readied for shipment

**COST OF FINAL ASSEMBLY**

**\$9,353.00**

Upon written request to the Federal Transit Administration, the Contractor may request a waiver of the above provision. Such a waiver may be granted if FTA determines that:

- A. Their application would be inconsistent with public interest.
- B. Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.
- C. In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the Federal Mass Transit Act of 1964, as amended, that (a) the cost of all components which are produced in the United States is more than 60 percent of the cost of components of the bus or equipment described in this paragraph, and (b) final assembly of the bus or equipment described in this paragraph has taken place in the United States.
- D. The inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent in the case of projects for the acquisition of rolling stock and 25 percent in the cost of all other projects. For purposes of this section in calculating costs, labor costs involved in final assembly shall not be included in the calculations.

The bidder certifies that it complies with the Buy America requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR Part 661.11.

By:  
Title  
Manufacturer:  
Date:

Darrin Hendrixson  
Contract Administrator  
EIDorado National Co.  
February 15, 2006





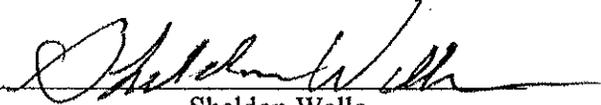
**TRANSIT VEHICLE MANUFACTURER (TVM)**  
**CERTIFICATION OF COMPLIANCE WITH SUBPART D, PART 26**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

**TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

ElDorado National, a TVM, hereby certifies that it has complied with  
(Name of Firm) the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE Goal to FTA. The goals apply to fiscal year 2006 (October 1, 2005 to September 30, 2006) and have been approved or not disapproved by FTA.

\_\_\_\_\_, hereby certifies that the manufacturer of the transit  
(Name of Firm) vehicle to be supplied \_\_\_\_\_  
(Name of Manufacturer)  
has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature:  Date: 2-2-2006  
Sheldon Walle

Title: Senior Vice President & General Manager

Firm: ElDorado National

Telephone No: (785) 827-1033 Fax No: (785) 823-9471

**BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN**

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

(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.

**BIDDERS' CERTIFICATION OF ENERGY CONSERVATION  
AIR QUALITY AND CLEAN WATER COMPLIANCE**

Company/Organization Name:  
Creative Bus Sales, Inc.

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. 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.
4. Report any violation of these requirements by a subrecipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.

**BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN**

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

(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.

**BIDDERS' CERTIFICATION OF ENERGY CONSERVATION  
AIR QUALITY AND CLEAN WATER COMPLIANCE**

Company/Organization Name:

ElDorado National

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
3. 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.
4. Report any violation of these requirements by a subrecipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.

5. 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: a. 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; b. 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 c. 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.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (From FTA Master Agreement (11) dated October, 2004) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (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 4220.1E 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 request which would cause FTA Grantee to be in violation of the FTA terms and conditions.

### **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 subrecipients 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.

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

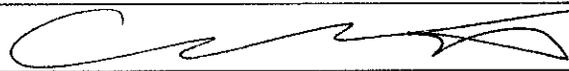
I, Anthony Matijevich, hereby certify on behalf of Creative Bus Sales, Inc., that:

- (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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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- "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such sub-recipients 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.

The Contractor 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. A3801, et seq., apply to this certification and disclosure, if any.

Date 2-14-06

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Mitchell L. Comfort, hereby certify on behalf of

Eldorado National, 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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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- "Disclosure Form to Report Lobbying", in accordance with its instructions.
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The Contractor 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. A3801, et seq., apply to this certification and disclosure, if any.

Date February 1st. 2006

Signature Mitchell L. Comfort

Company Name Eldorado National

Title Regional Sales Manager

**DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME: Creative Bus Sales, Inc.

The Contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition..
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available drug counseling, rehabilitation and employee assistance programs,
  - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
  - (a) Abide by the terms of the company's policy statement, and
  - (b) Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (b) from an employee or otherwise receiving actual notice of that conviction. The Contractor, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:
  - (a) Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which

**DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME: EIDorado National

The Contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition..
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
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  - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
  - (a) Abide by the terms of the company's policy statement, and
  - (b) Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
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6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:
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  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which

activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 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 39.905, 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 into.

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may

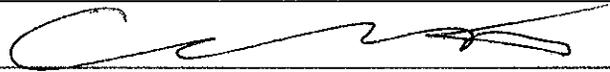
decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the bidder certifies as follows:(1) The lower tier participant certifies, by submission of this proposal, that neither it nor its principals (as defined at 49 CFR Part 29) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 2-14-06

Signature



Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. AA3801 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.

decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the bidder certifies as follows:(1) The lower tier participant certifies, by submission of this proposal, that neither it nor its principals (as defined at 49 CFR Part 29) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date February 1st, 2006

Signature Mitchell J. Campbell

Company Name Eldorado National

Title Regional Sales Manager

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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- (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. A5307, the Government reserves the right to impose the penalties of 18 U.S.C. A1001 and 49 U.S.C. A5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (2) 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.

### **BUS TESTING COMPLIANCE**

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If 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), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**NOTE:**

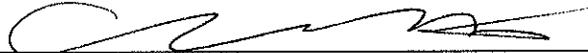
*Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided.*

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR, Part 665. I further certify that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

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.

Date 2-14-06

Signature  Anthony Matijevich

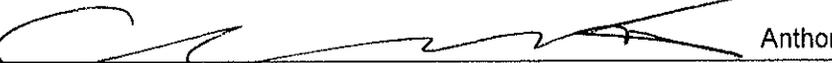
Company Name Creative Bus Sales, Inc.

Title President

**FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION**

I, Anthony Matijevich, certify on behalf of Creative Bus Sales, Inc. that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date 2-14-06

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR, Part 665. I further certify that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

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Date February 1st, 2006

Signature Mitchell J. Comfort

Company Name ElDorado National

Title Regional Sales Manager

**FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION**

I, Mitchell L. Comfort, certify on behalf of ElDorado National that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date February 1st, 2006

Signature Mitchell L. Comfort

Company Name ElDorado National

Title Regional Sales Manager

**ACCESS TO RECORDS AND REPORTS**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient 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 contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).