

CIVIL RIGHTS REQUIREMENTS

Creative Bus Sales, Inc.

Bidder Name

Hereby certifies that:

- (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.

I am authorized to make this verification on behalf of the supplier. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on 8-29-05 at Chino, California  
Date City

Signature 

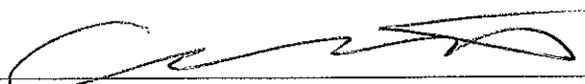
Printed/Typed Anthony Matijevich

Title President

**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 Medium Duty Transit Bus.

Anthony Matijevich  
Name and Title of Authorized Representative

 8-29-05  
Signature Date

I am authorized to make this verification on behalf of the supplier. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California  
Date City

Signature \_\_\_\_\_

Printed/Typed \_\_\_\_\_

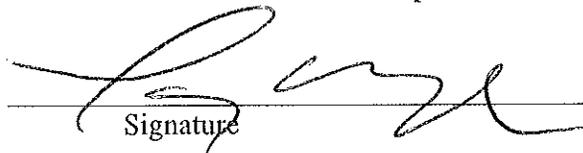
Title \_\_\_\_\_

**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 Medium Duty Transit Bus.

Tony Wayne - Vice President & General Manager

Name and Title of Authorized Representative

  
Signature

September 1, 2005

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 waiver 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	<b><u>(Please See Following Pages For Documentation)</u></b>		
Front Axle Assemblies	_____	_____	_____
Rear Axle Assemblies	_____	_____	_____
Drive Shaft Assemblies	_____	_____	_____
Front Suspension	_____	_____	_____
Rear Suspension	_____	_____	_____
Air Compressor and 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	_____	_____	_____

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:

**(Please See Following Pages For Documentation)**

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

BIDDER'S CERTIFICATE - BUY AMERICA  
CALTRANS  
MSTII-26-P  
PRE AWARD

7-Sep-05

Pursuant to 49 CFR Part 661, no funds shall be obligated under Urban Mass Transportation Assistance Act of 1964, as amended, or the Surface Transportation Assistance Act of 1982, as amended, unless steel, cement and manufacturer's products are produced in the United States.

ELDORADO NATIONAL CALIFORNIA

COMPONENT	MANUFACTURER	ORIGIN	% OF TOTAL COST
CHASSIS	FREIGHTLINER	USA	0.4523
CNG TANK SYSTEM	LINCOLN COMPOSITES	USA	0.1256
LIFT ASSEMBLY	BRAUN	USA	0.0223
PASSENGER SEATS	FREEDMAN	USA	0.0296
AIR CONDITIONING	THERMO KING	USA	0.0076
ELECTRICAL HARNESSSES	CALIFORNIA SALES	USA	0.0273
WINDOWS	HEHR	USA	0.0046
FIBERGLASS COMPONENTS	BLACKHAWK	USA	0.0073
WINDSHIELD	VIRACON	USA	0.0046
ROOF HATCHES	BLACKHAWK	USA	0.0017
FREIGHT ON ABOVE ITEMS			0.0153
			<u>0.6980</u>

LOCATION OF FINAL ASSEMBLY - RIVERSIDE, CALIFORNIA - 100%

# Eldorado National

— a **THOR** company —

Buy America

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 shall be:  
9670 Galena, Riverside, CA 92509

MST-26-P

Description and activities are as follows:

The chassis is modified to receive the vehicle body  
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  
Door is installed  
Electrical wiring harnesses are installed  
Exterior paint and markings applied  
Interior paneling and equipment finished out  
Air conditioning installed  
Lift installed and tested  
Seats installed  
Tie-downs installed  
Final finish functions performed:  
Quality control and final testing performed  
Vehicle readied for shipment

PERCENTAGE OF COST FOR FINAL ASSEMBLY 100%

Labor Cost	\$9,099
Overhead Cost	\$17,743



## Buy America

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

Their application would be inconsistent with public interest.

Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the UMTA 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.

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: Controller  
Manufacturer: Eldorado National California, Inc.  
Date: September 8, 2005

BIDDER'S CERTIFICATE - BUY AMERICA  
CALTRANS  
MSTII-28-P  
PRE AWARD

7-Sep-05

Pursuant to 49 CFR Part 661, no funds shall be obligated under Urban Mass Transportation Assistance Act of 1964, as amended, or the Surface Transportation Assistance Act of 1982, as amended, unless steel, cement and manufacturer's products are produced in the United States.

ELDORADO NATIONAL CALIFORNIA

COMPONENT	MANUFACTURER	ORIGIN	% OF TOTAL COST
CHASSIS	FREIGHTLINER	USA	0.4482
CNG TANK SYSTEM	LINCOLN COMPOSITES	USA	0.1244
LIFT ASSEMBLY	BRAUN	USA	0.0221
PASSENGER SEATS	FREEDMAN	USA	0.0294
AIR CONDITIONING	THERMO KING	USA	0.0075
ELECTRICAL HARNESSSES	CALIFORNIA SALES	USA	0.0271
WINDOWS	HEHR	USA	0.0045
FIBERGLASS COMPONENTS	BLACKHAWK	USA	0.0072
WINDSHIELD	VIRACON	USA	0.0045
ROOF HATCHES	BLACKHAWK	USA	0.0017
FREIGHT ON ABOVE ITEMS			0.0152
			<u>0.6917</u>

LOCATION OF FINAL ASSEMBLY - RIVERSIDE, CALIFORNIA - 100%

# ElDorado National

— a **THOR** company —

Buy America

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 shall be:  
9670 Galena, Riverside, CA 92509

MST-28-P

Description and activities are as follows:

The chassis is modified to receive the vehicle body  
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  
Door is installed  
Electrical wiring harnesses are installed  
Exterior paint and markings applied  
Interior paneling and equipment finished out  
Air conditioning installed  
Lift installed and tested  
Seats installed  
Tie-downs installed  
Final finish functions performed:  
Quality control and final testing performed  
Vehicle readied for shipment

PERCENTAGE OF COST FOR FINAL ASSEMBLY 100%

Labor Cost	\$9,379
Overhead Cost	\$18,289

# Eldorado National



— a **THOR** company —

## Buy America

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

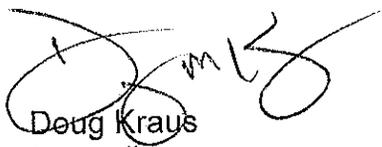
Their application would be inconsistent with public interest.

Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the UMTA 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.

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: Controller  
Manufacturer: Eldorado National California, Inc.  
Date: September 8, 2005

BIDDER'S CERTIFICATE - BUY AMERICA  
CALTRANS  
MSTII-30-P  
PRE AWARD

7-Sep-05

Pursuant to 49 CFR Part 661, no funds shall be obligated under Urban Mass Transportation Assistance Act of 1964, as amended, or the Surface Transportation Assistance Act of 1982, as amended, unless steel, cement and manufacturer's products are produced in the United States.

ELDORADO NATIONAL CALIFORNIA

COMPONENT	MANUFACTURER	ORIGIN	% OF TOTAL COST
CHASSIS	FREIGHTLINER	USA	0.4402
CNG TANK SYSTEM	LINCOLN COMPOSITES	USA	0.1222
LIFT ASSEMBLY	BRAUN	USA	0.0217
PASSENGER SEATS	FREEDMAN	USA	0.0288
AIR CONDITIONING	THERMO KING	USA	0.0074
ELECTRICAL HARNESSSES	CALIFORNIA SALES	USA	0.0266
WINDOWS	HEHR	USA	0.0044
FIBERGLASS COMPONENTS	BLACKHAWK	USA	0.0071
WINDSHIELD	VIRACON	USA	0.0044
ROOF HATCHES	BLACKHAWK	USA	0.0017
FREIGHT ON ABOVE ITEMS			0.0149
			<u>0.6794</u>

LOCATION OF FINAL ASSEMBLY - RIVERSIDE, CALIFORNIA - 100%

# ElDorado National

— a **THOR** company —

## Buy America

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9670 Galena, Riverside, CA 92509

MST-30-P

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Body is attached to chassis sub-frame and floor  
Windows are installed  
Door is installed  
Electrical wiring harnesses are installed  
Exterior paint and markings applied  
Interior paneling and equipment finished out  
Air conditioning installed  
Lift installed and tested  
Seats installed  
Tie-downs installed  
Final finish functions performed:  
Quality control and final testing performed  
Vehicle readied for shipment

PERCENTAGE OF COST FOR FINAL ASSEMBLY 100%

Labor Cost	\$9,984
Overhead Cost	\$19,469



## Buy America

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

Their application would be inconsistent with public interest.

Such matters and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

In the case of the procurement of bus or other rolling stock (including train control equipment, communication equipment and traction power equipment) under the UMTA 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.

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.

A handwritten signature in black ink, appearing to read "Doug Kraus". The signature is written over a circular stamp or mark.

By: Doug Kraus  
Title: Controller  
Manufacturer: Eldorado National California, Inc.  
Date: September 8, 2005

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 8-29-05

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 \_\_\_\_\_

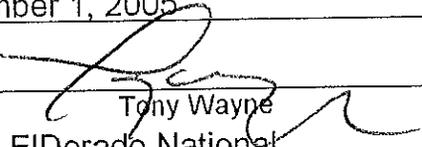
Signature \_\_\_\_\_

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

Title \_\_\_\_\_

**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 September 1, 2005  
Signature   
Company Name EIDorado National  
Title Vice President/General 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 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.

The Bidder - Creative Bus Sales, Inc. hereby certifies that it has on file with the Federal Transit Administration, a Disadvantaged Business Enterprise Plan.

BY:  Anthony Matijevich

TITLE: President

MANUFACTURER: For Manufacturer - EIDorado National

DATE: August 29th, 2005

**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

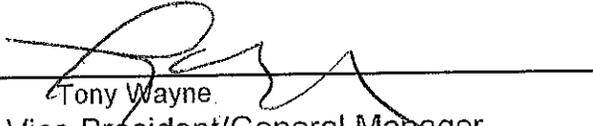
(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract 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.

**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.

The EIDorado National company hereby certifies that it has on file with the Federal Transit Administration, a Disadvantaged Business Enterprise Plan.

BY:  \_\_\_\_\_

Tony Wayne

TITLE: Vice President/General Manager

MANUFACTURER: EIDorado National

DATE: September 1, 2005

**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.

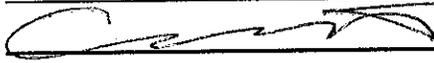
The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future 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.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company: Creative Bus Sales, Inc.Official's Name:  Anthony MatijevichTitle: PresidentDate: August 29th, 2005

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

Company/Organization Name:

EIDorado 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.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company: EIDorado NationalOfficial's Name: Tony WayneTitle: Vice President/General ManagerDate: September 1, 2005

### 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.

DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF RESTRICTIONS ON LOBBYING

SOLICITATION 54309

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

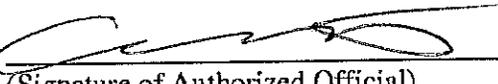
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

Executed this 29th day of August, of 192005

BY:



(Signature of Authorized Official)

President

(Title of Authorized Official)

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Tony Wayne, hereby certify on behalf of  
EIDorado National, that:

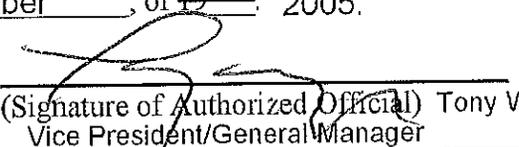
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
- (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.

Executed this 1st day of September, of ~~19~~ 2005.

BY:

  
(Signature of Authorized Official) Tony Wayne  
Vice President/General Manager  
(Title of Authorized Official)

DEPARTMENT OF TRANSPORTATION  
STATE OF CALIFORNIA  
DRUG-FREE WORKPLACE CERTIFICATION  
STD.21 (NEW 11-90)

SOLICITATION 54309

Creative Bus Sales, Inc.

COMPANY/ORGANIZATION NAME:

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:
  - i. Abide by the terms of the company's policy statement, and
  - ii. 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 activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date August, 29th 2005

Signature  Anthony Matijevich

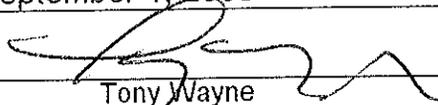
Company Name Creative Bus Sales, Inc.

Title President

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**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date September 1, 2005  
Signature   
Company Name EIDorado National  
Title Vice President/General Manager

**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**

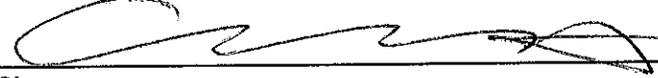
1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later 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.

Anthony Matijevich, President

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

August 29th, 2005

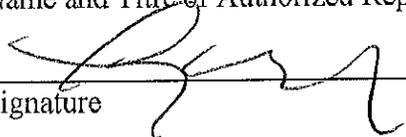
\_\_\_\_\_  
Date

- 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.

Tony Wayne - Vice President/General Manager

Name and Title of Authorized Representative



September 1, 2005

Signature

Date

**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.
- (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.

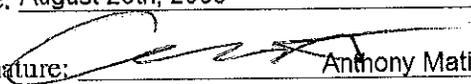
**NOTE:** *Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided.*

**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: August 29th, 2005

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 August 29th, 2005

Signature  Anthony Matijevich

Company Name Creative Bus Sales, Inc.

Title President

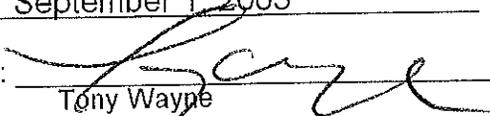
**ACCESS TO RECORDS AND REPORTS**

**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: September 1, 2005

Signature:   
Tony Wayne

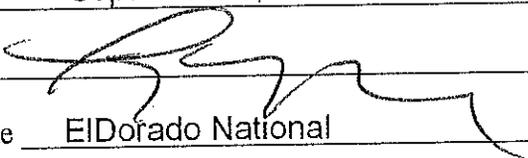
Company Name: EIDorado National

Title: Vice President/General Manager

**FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION**

I, Tony Wayne, certify on-behalf of EIDorado National that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date September 1, 2005

Signature 

Company Name EIDorado National

Title Vice President/General 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).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

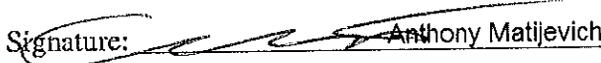
- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess 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 California Department of Transportation 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 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 this section.
- (5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**12.0 BIDDERS REQUIRED SUBMITTALS AND ASSURANCES**

I, Anthony Matijevich, of Creative Bus Sales, Inc. certify that I have read and will comply with all bid materials and requirements including the terms and conditions of the Federally requirements and contract clauses as they apply listed in Appendix A.1 of the FTA Best Practices Procurement Manual. Federal requirements will apply to the contract and if those requirements change then the changed requirements will apply. The contractor agrees to all provisions stated in this Invitation for Proposals and shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

I, Anthony Matijevich, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of California, under license # 29057 and the buses proposed will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the purchaser.

Date: August, 29th 2005

Signature:  Anthony Matijevich

Company Name: Creative Bus Sales, Inc.

Title: President

## Bidder/Supplier Responsibility Information

The intent of these questions is to establish that the bidder has secured the necessary production, distribution and financial resources to perform the contract being proposed.

Section 10301 of the State of California Public Contract Code requires that, except in cases when the State concludes that a specified brand name is the only one that will meet the needs of the State, all commodity purchases of \$25,000 or more shall be entered into with the lowest responsible bidder meeting specifications. Responsibility in this context relates to the bidder's qualifications and capability to successfully fulfill the requirements of the Invitation for Bid (IFB). A bidder is deemed not responsible when they have demonstrated a lack of reliability in complying with and completing previously awarded State/Private contracts. Prior to awarding the contract related to this IFB, the State's Contract Administrator (Buyer) will determine whether the proposed awardee is responsible. In order to obtain information necessary to establish a bidder's responsibility, each bidder shall return a completed Questionnaire with its bid.

Failure to complete these questions may cause your offer to be rejected as non-responsive. Incomplete, vague or misleading responses could cause your offer to be rejected as non-responsive.

Bidders who are manufacturers should be able to directly respond to the questions. Non-manufacturers may need to consult with their supply chain to properly complete each question. The burden of proof lies with the bidder to prove, to the State's satisfaction, that the bidder has adequate knowledge and control of the supply chain being utilized.

If you are not the manufacturer, please list your role in the supply chain and list all points of business interaction(s) in between the manufacturer and your firm.

Creative Bus Sales, Inc. is the distributor for Eldorado National  
for the State of California.

Please be prepared to provide a written agreement between your firm and your supplier upon request. If your supplier is not the manufacturer, please also be prepared to provide a written agreement between the manufacturer and your supplier. If there is no written agreement between the two parties, to provide upon request supporting documents showing that they have worked together in the past.

Name and address of the manufacturer:

Eldorado National  
1655 Wall Street  
Salina, KS 67401

Eldorado National  
9670 Galena Street  
Riverside, CA 92509

How long has your firm been part of this supply chain? If less than 2 years, then please provide names of all suppliers with whom you have worked in the past 2 years:

Twenty Two Years

How much business have you successfully completed as part of the supply chain described above? (total dollar values, length of contract, product types and geographic areas supplied)

Creative Bus Sales, Inc. has successfully completed contracts in excess of \$200,000,000.00 in conjunction with Eldorado National. Creative Bus Sales, Inc. is currently servicing contracts for modified minivans, modified raised top vans, paratransit buses, and medium duty transit buses with terms for up to 5 years for the State of California as well as contracts throughout the United States.

Name (s) of packaging and shipping firm(s) to be utilized for this contract

Bennett Motor Express

Avanti Transportation

List at least 2 contracts which you were awarded within the last 24 months with a value of at least 50% of the value of the contract being awarded. To qualify as "successfully completed" the product/service must have been compliant to all contract requirements, including the delivery date requirement.

Contract Number: 1-03-23-16

Description of product/services: Medium Duty Handicapped and Transit Buses

Contract Value (\$): 27,996,065.00

Contract Award Date: 11/13/2003

Required Delivery or Completion Date: 210 Days per order

Actual Delivery or Completion Date: Approximately 180 days per order

Customer Contact Information (Name and phone number): Dan Mundy-Caltrans (916) 657-4587

Contract Number: 1-02-23-15

Description of product/services: Modified Minivans and Paratransit Buses

Contract Value (\$): 147,133,500.00

Contract Award Date: 3/19/02 Extended 5/19/04

Required Delivery or Completion Date: 210 Days per order

Actual Delivery or Completion Date: Approximately 180 days per order

Customer Contact Information (Name and phone number): Dan Mundy-Caltrans (916) 657-4587

**The Procurement Division will review your past performance, late or non-compliant deliveries on any past or present contract may result in the rejection of your bid.**