COLORADO
Office of the State Controller
Department of Personnel & Administration

Master Agreement Number 205631
for
TRANSIT VEHICLES AND RELATED OPTIONS, EQUIPMENT AND ACCESSORIES
between
the State of Colorado (Lead State)
Department of Personnel & Administration, State Purchasing & Contracts Office
and
New Flyer of America Inc.

This Master Agreement is entered into by the State of Colorado, Department of Personnel & Administration, State Purchasing & Contracts Office ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP-023 NM (the "RFP") for the purpose of providing Transit Vehicles, Related Options, Equipment and Accessories through the NASPO ValuePoint cooperative purchasing program:

New Flyer of America Inc. ("Contractor")
6200 Glenn Carlson Dr.
St. Cloud, MN 56301

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Adrian Graca
Business Segment Director
Adrian_graca@newflyer.com
204-470-5521

Lead State Contract Administrator:

Amy Risley
State Procurement Administrator
Amy.risley@state.co.us 303-866-5663

TERM. This Master Agreement is effective as of May 15, 2026, or the date of the last signature below, whichever is later. This Master Agreement will terminate on May 14, 2027, unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Optional renewals totaling up to four (4) 12-month following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions
Attachment B: Scope of Work
Attachment C: Specification Sheet(s)
    Category 3-3 –Transit Bus - Heavy Duty
Attachment D: Pricing

NASPO ValuePoint

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

New Flyer of America Inc.

DocuSigned by:
Jennifer McNeill
7DCC58719CA04CF...

By: Jennifer McNeill

Date: 7/17/2026

New Flyer of America Inc.

DocuSigned by:
Chris Stoddart
FB7D59EBDA724BE...

By: Chris Stoddart

Date: 7/17/2026

STATE OF COLORADO

Jared S. Polis, Governor

Department of Personnel and Administration, State Purchasing and Contracts Office

DocuSigned by:
John Chapman
EF45AFDEB51E414...

By: John Chapman State Purchasing Manager

Date: 7/20/2026

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Signed by:
By: Stacey Song
9EA7748BA64F4E... Stacey Song

Effective Date: 7/20/2026

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

ATTACHMENT A

MASTER AGREEMENT TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.14 **Solicitation** means the solicitation resulting in this Master Agreement.

II. Parties and Term of Master Agreement

2.1 Parties. This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “Lead State”), and Primetime Specialty Vehicles Inc (hereinafter called “Contractor”), for the procurement of Transit Vehicles and Related Options, Equipment & Accessories as approved per this Master Agreement, for the benefit of Participating States, Entity’s, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 Initial Term. The initial term of this Master Agreement is for one (1) year from the effective date. This Master Agreement shall have the option to exercise renewals totaling update to four (4) one-year extensions, unless the Contractor receives notice that the Lead State elects not to renew the contract (see Term of Contract – Option to Renew below), or the Contractor exercises their rights under the Term of Contract – Termination by Contactor clause below. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.3 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.4 Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 Schedules and Attachments expressly incorporated into this contract;

3.1.5 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.6 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No terms on either party's Purchase Orders, Invoices, Ordering Documents, Website, Browse-Wrap, Shrink-Wrap, Click-Wrap, Clickthrough, or other Non-Negotiated Terms and Conditions provided with any contract activities will constitute a part or amendment of this Agreement or is binding for any purpose. All such other Terms and Conditions have no force and effect and are deemed rejected, even if access to or use of the contract activities requires affirmative acceptance of such Terms and Conditions

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Scope of Work Updates. At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Participating Entities.

4.6.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.6.1.1 Political subdivisions, public agencies, and service districts;

4.6.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.6.1.3 Federally recognized tribes;

4.6.1.4 Quasi-governmental entities; and

4.6.1.5 Eligible non-profit organizations.

4.6.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the Solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's Solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.2.3 Participating Entity Fees. A Participating Entity may also require payment of an additional administrative fee by Contractors to the Participating Entity based on sales to Purchasing Entities within the Participating Entity's jurisdiction. The rate or amount, payment method, payment schedule, and reporting requirements for such fees shall be incorporated into the Participating Entity's Participating Addendum. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Addendum by an amount not to exceed the Participating Entity's fee. Any such adjustment shall be clearly identified in the Participating Addendum and will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the Participating Entity's jurisdiction.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues.

NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.6 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 120 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment, including but not limited to those based on changes in market conditions, fuel costs, material costs, and labor rates, must include sufficient documentation supporting the request and demonstrating the correlation between the requested adjustment and the increase in Contractor's costs. Notwithstanding the foregoing, a request for price increases due to unforeseen economic circumstances may also be submitted to the Lead State at any time. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 Milestone Payments – Purchasing Entity and Contractor may condition payment on the achievement of various agreed-upon milestones for the Goods and/or Services. Milestone payments will be mutually agreed upon by Purchasing Entity and Contractor in regard to the timing of milestones, acceptance of milestones, and amounts for milestone payments. Payment for milestones will follow the procedure in the Order or the Participating Addendum.

6.1.5 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge, unless negotiated in a Participating Addendum. Any applicable credit card processing fees shall be clearly identified on quotes and invoices.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 18 months past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing

Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain the Contractor's until delivery when the responsibility will pass to the Purchasing Entity.

8.1.1 The Purchasing Entity shall have the right to inspect the Product for damage or defects, whether or not incurred during shipment or delivery, in accordance with Section IX. Inspection and Testing prior to Acceptance. Notwithstanding Acceptance, Contractor will maintain responsibility and liability for latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be fifteen (15) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. Purchasing Entity shall be responsible for conducting the Acceptance Testing. The acceptance tests, and the criteria and standards in respect of such tests, shall be agreed upon by Purchasing Entity and Contractor prior to commencement of work by Contractor. If the Product meets the standard of performance and specifications, Purchasing Entity will notify Contractor of acceptance. Acceptance may occur earlier than fifteen (15) calendar days if Purchasing Entity notifies Contractor of early acceptance or places Product into revenue service.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of <u>one</u> year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the Solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the Solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.1.1 Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual

Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;

(3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by natural disasters, floods, fires, acts of war, terrorism, riots, unusually severe weather, labor shortages, strikes or lockouts, shortages or loss of transportation, or other acts of God, which are beyond that party's reasonable control (each, a "Force Majeure Event"). In the event of a Force Majeure Event that delays or prevents performance, the affected party shall provide prompt written notice to the other party, specifying the nature of the event and the expected duration of the delay. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor’s performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.8.5 If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

14.8.6 If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

14.8.7 The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

14.8.8 The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or

Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof

ATTACHMENT B

SCOPE OF WORK

This Scope of Work describes the Deliverables resulting from RFP 25-023 NM awarded to New Flyer of America Inc.

I. MASTER AGREEMENT DELIVERABLES

1. **Master Agreement Structure:**

   Category 3 Transit - A type of bus with front and center doors, generally with a rear-mounted engine, low back seating and without luggage compartments or restroom facilities. Transit buses are typically used on a fixed route system. A 30-foot to 45 foot is the standard and the average life expectancy of transit bus chassis is about 12 years. Category 3 includes the following:
   - 3.3 Heavy Duty

   At the discretion of the Lead State, the scope of a Master Agreement may be amended at any time during its term to include or accommodate new or updated models, versions, or technologies related to the deliverables set forth in this Master Agreement.

2. **Menu Style Ordering:** This agreement is designed to provide Authorized Users considerable flexibility in purchasing transit vehicles and related options, equipment, and accessories. This flexibility comes from establishing an "ala carte menu" style ordering process that allows Authorized Users to build the bus they want by the addition of preferred options.

3. **Specifications:** Each Awarded Category includes technical specifications. All products must meet or exceed all FTA requirements (for FTA-compliant vehicles) and all Federal, State, and Local requirements. The lead state or Purchasing Entity may, at any time during the contract period, require the Contractors to provide proof

that the deviation meets the "brand name, equivalent or equal" in performance and meets FTA requirements.

The lead state will also determine whether the change is a cardinal change as defined in the current FTA Best Practices Procurement Manual (BPPM). Deviations that constitute a “Cardinal Change” will be Denied.

In the event of vehicle specification changes, including documented deviations, the Contractor shall submit those changes to the lead state. The lead state will determine if the change in the specification is within the original Master Agreement scope and could have reasonably been anticipated during the bid competition. The lead state will also determine whether the change is a cardinal change as defined in the current FTA Best Practices Procurement Manual (BPPM).

II. CONTRACTOR RESPONSIBILITIES AND TASKS

1. Insurance

Contractors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports. Failure to buy and maintain the required insurance may result in Master Agreement termination, or at a Participating Entity’s option, result in termination of is Participating Addendum.

A. Coverage shall be written on an occurrence basis

B. Offeror / Contractor shall pay premiums on all insurance policies

2. Order Process

A. No minimum orders will be considered under this Contract.

B. Orders placed under a Master Agreement(s) and Participating Addendum will be initiated by the Purchasing Entity. The Purchasing Entity shall be responsible for working with the Purchasing Entity’s internal staff, including but not limited to a Grant Administrator, related to the usage of any grant funding for purchases through a Master Agreements and Participating Addendums for this Master Agreement.

C. Based on funding availability, the Contractor will develop a quote to include the base vehicle cost and any added optional features. With the quote, the Contractor should also provide a proposed weight calculation, floorplan, and build sheet.

D. A pre-production meeting may be held between the Purchasing Entity and the Contractor to finalize requirements before a purchase order and/or letter of intent is issued by the Purchasing Entity. This meeting is to ensure a complete and accurate understanding of the ordered vehicle and delivery requirements ahead of formal issuance of a purchase order or letter of intent.

E. The contractor shall advise the Purchasing Entity of any design changes, including component style or performance changes, which the applicable base model may go through after contract execution. Any design changes that will present either a price increase or deviation from originally proposed vehicle specifications shall be defined and provided in writing to Purchasing Entity for review prior to finalization of any order that would include the altered base model. Changes to the proposed base model specification that do not meet approval during the review process may result in cancellation of order. Unapproved changes may also constitute a possible Breach of Contract and subject to corrective action.

F. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied.

3. Manufacturer Quality Assurance Program

The manufacturer shall maintain an in-plant Quality Assurance Department to ensure that the vehicles manufactured under this Master Agreement fully comply with the required specifications. Quality Assurance shall be a specifically defined department and shall be directly responsible to Contractor's top management.

A. The Quality Assurance Department shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The Quality Assurance Department shall also control the quality of supplied articles. The Quality Assurance Department shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control systems, and acceptance/rejection of materials and manufactured articles in the production of these vehicles.

B. The Quality Assurance Department shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

C. The Quality Assurance Department shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Purchasing Entity's In-Plant Inspector and Contract Administrator.

Inspection and test records for this Master Agreement and Participating Addendum shall be available for a minimum of three (3) years after inspection and tests are completed.

D. The Quality Assurance Department shall detect and promptly assure correction of any deficiencies. There shall be full documentation of any deficiencies detected in the manufacturing process. Corrective actions taken to remedy these deficiencies shall be fully documented.

E. The Contractor shall maintain drawings and documentation that essentially describe a quality vehicle that meets all the options and required specifications of the Purchasing Entity's order. The Quality Assurance Department shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

F. The Contractor or manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the Purchasing Entity to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards

   When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

   The manufacturer's gauges and other measuring and testing devices shall be made available for use by the Purchasing Entity's In-Plant Inspector and Contract Administrator to verify that the vehicles conform to all specification requirements. If necessary, the manufacturer's personnel shall be made to operate the devices and to verify their condition and accuracy.

G. The manufacturer shall maintain quality control of all manufacturing material purchases.

   The manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. The manufacturer's Quality Assurance Department shall inspect, and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials and shall be documented as such.

   The manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on all vehicles manufactured under this contract.

H. The manufacturer shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

I. A documentation system for final inspection and tests of the completed vehicle shall be managed by the Quality Assurance Department. It shall substantiate the overall quality of each completed vehicle.

J. The Quality Assurance Department shall monitor the manufacturer's system for controlling nonconforming materials. The system shall include the procedures for identification, segregation, and disposition of the same.

K. The Quality Assurance Department shall use statistical analysis, tests, and other quality control procedures when appropriate in the quality control processes.

L. A system shall be maintained by the Quality Assurance Department for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal devices which shall provide vehicle and/or component documentation.

M. The Quality Assurance Department shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and tests of materials, work in progress, and completed articles.

N. Inspection stations shall be established at the best locations for the work content and the characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body-framing completion, body prior to paint preparation, high pressure water test, coach prior to final paint touch up, coach prior to road test, vehicle after road test and after final test completion.

   i. An adequate number of trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design

   ii. Rework or rejected identifications shall be attached to inspected articles. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable shall be plainly marked and controlled to prevent installation on the vehicles. Unusable articles shall be isolated and then scrapped.

   iii. Inspection personnel shall record the discrepancies noted by the manufacturer or the Purchasing Entity's In- Plant Inspector during assembly. This document shall accompany the vehicle from start through final assembly. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing process, or other conditions that cause articles to be in nonconformity with the required specifications. Inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Purchasing Entity shall be contacted to approve any modification, repair, or method of correction to the extent the Master Agreement/Participating Addendum/Order specifications are affected.

O. The Quality Assurance Department shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Purchasing Entity's personnel and contractors.

4. Production Progress Reports

The Contractor shall be required to supply the Purchasing Entity with regular reports detailing production progress, warranty service requests, and overall sales quantity.

A. Production Status Updates shall be compiled and submitted on a weekly basis. Updates will specify, at a minimum: Purchasing Entity name, Bus chassis VIN, manufacturer body number, current location, production stage, and timeframe for delivery. Updates shall track the progress of each vehicle through the procurement and production process from initial receipt of order through delivery to, and eventual acceptance of, each individual vehicle by the Purchasing Entity.

   i. The Contractor must assure accuracy of the vehicle production progress and location status in order to provide a reliable timeframe for scheduling travel to the manufacturing facility for the inspection of vehicles in various stages of the production process.

   ii. Any delays encountered throughout the production or delivery process shall be promptly communicated to the Purchasing Entity. Failure to communicate delays (or possible delays) in a timely and forthright manner may constitute a possible Breach of Contract if vehicle(s) is subsequently delivered outside of the agreed upon timeframe.

B. Warranty Repair Summary Reports shall be compiled and submitted on a monthly basis once vehicles begin to be delivered under the Master Agreement/Participating Addendum. Reports will contain a list of recent defects reported by the Purchasing Entity as well as the associated response(s) and corrective action(s) undertaken by the Contractor during the applicable time period. Summaries will include all outstanding warranty claims and repair orders, as well as the specific vehicle and notification information.

C. Volume and Operational Reports shall be compiled and submitted on a quarterly basis. Each Quarterly Volume Report shall include details of sales and Purchasing Entity information.

5. In-Plant Inspection

The Purchasing Entity and its Contract Administrator reserve the right to appoint an In-Plant Inspector, at any time during the manufacture of vehicles ordered under a Master Agreement/Participating Addendum, to visit the body builder to review the progress on the vehicles and/or to conduct detailed vehicle production inspections. Contractor and/or body manufacturer shall make all production and quality assurance documents pertaining to the vehicles manufactured for this procurement available to In-Plant Inspector for review. Whenever on-site at the manufacturer's facilities, the In-Plant Inspector shall be authorized to approve pre-delivery acceptance tests and to release buses for transport to the Contractor.

A. An office space with a desk and internet access shall be provided to the In-Plant Inspector for the duration of their stay at the body manufacturer's facility.

B. The presence of an In-Plant Inspector shall not relieve the manufacturer's Quality Assurance organization of its responsibility to meet all the requirements of the Master Agreement/Participating Addendum.

6. Pre-Delivery Test

Fully documented pre-delivery tests shall be conducted on each vehicle following manufacture to determine its acceptability to the Purchasing Entity. These tests shall include pre-delivery inspections and testing by the manufacturer, Contractor, In-Plant Inspector, and the Purchasing Entity and its contracted representatives. Documentation of individual vehicle inspections shall be provided at time of delivery.

A. The manufacturer shall conduct pre-delivery acceptance tests at its plant on each vehicle following completion of manufacture and before releasing it for shipment to Contractor. These pre-delivery tests shall include visual and measured inspections, as well as testing total bus operation. The tests shall be conducted, and the results shall be documented by the manufacturer. Additional tests shall be conducted at the Contractor (Dealer)'s discretion to ensure the completed vehicles have attained the desired quality and have met the requirements defined in the Purchasing Entity's order. This additional testing shall be recorded on the appropriate test forms.

B. Pre-delivery tests shall be scheduled and conducted with sufficient notice to be witnessed by the In- Plant Inspector, if the In-Plant Inspector is on site.

The Inspector may accept or reject the test results. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each vehicle. The vehicle manufacturer's facility shall be equipped with a pit or a lift for the inspection of the underfloor equipment by In-Plant Inspector and shall be made available to In-Plant Inspector to conduct an underbody inspection immediately after the conclusion of the road test. The manufacturer shall also provide a hoist, scaffold, or elevated platform to easily and safely inspect vehicle roofs.

i. Release and shipment of any vehicle completed while the Purchasing Entity's In-Plant Inspector is present at the manufacturing facility shall require In-Plant Inspector's written authorization. Prior to offering a vehicle for release authorization, the manufacturer shall ensure that the vehicle is complete with all components such as the lift, correct number and type of seats, heating and air conditioning systems, quality paint and finish, and all optioned accessories properly installed and adjusted. The release inspection for each vehicle shall include a visual inspection as well as a road test to verify total vehicle operation.

C. Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition perform as designed.

D. Total vehicle operation shall be evaluated during road tests. The purpose of the road test is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystems that can be operated only when the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the tests. Observed defects shall be recorded. The vehicle shall be retested when defects are corrected, and adjustments are made. This process shall continue until defects or required adjustments are no longer detected or required. Results shall be pass/fail for these vehicle operation tests. Immediately after the road test the vehicle shall be hoisted on a lift to better identify leaks and other defects.

E. Once the vehicle has shipped to the Contractor's facility, the service representatives shall carry out a final inspection before delivery. The Contractor shall promptly rectify any defects and/or deficiencies found during this inspection. No vehicle shall be accepted by the Purchasing Entity before this inspection and correction of defects and/or deficiencies has occurred.

F. The Purchasing Entity reserves the right to conduct pre-delivery inspections after each vehicle arrives at the Contractor's facility in addition to inspections conducted at the manufacturing facility and by Contractor. Visual and measured inspections as well as total vehicle operation and a 15-mile road test shall be conducted by the Purchasing Entity at their discretion. A lift and location shall be made available to the Purchasing Entity inspector to conduct an underbody inspection immediately after the conclusion of the road test. Contractor shall provide a hoist, scaffold, or elevated platform for ease of safely inspecting vehicle roofs. Noted defects shall be reported to Contractor's service personnel. Issues that may be resolved while the Purchasing Entity's inspector remains on site shall be re-inspected and repairs verified. Vehicles that pass Contractor's and the Purchasing Entity inspector's pre-delivery inspections (as applicable) shall be authorized for delivery scheduling.

7. Delivery and Delay Requirements

A. **Delivery Location.** Contractor required to deliver completed vehicles anywhere within the state or territory of the Purchasing Entity, to a location designated by the Purchasing Entity, on the Order. Contractor shall make delivery to the Purchasing Entity within ten (10) business days of completed vehicle successfully undergoing the inspection tests.

   i. Dealer or vehicle manufacturers shall allow for, at minimum, 48-hour advance notice when contacting the Purchasing Entity to schedule a delivery date and time.
   ii. The Purchasing Entity shall reserve the right to either pick up the vehicle at the Contractor's facility or to have the vehicle delivered to their location.

B. **Delays.** In the case of unavoidable delays caused by weather, strike, injunctions, government closures, or further circumstances determined to be beyond the control of Contractor, the timeframe for completion of delivery shall be extended a number of days equivalent to the length of the uncontrollable delay, and shall be agreed upon in writing by the Contractor and the Purchasing Entity

- A delay is unavoidable only if the delay was not reasonably expected to occur in connection with, or during the contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial, and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

    - Delays in delivery resulting from operations, accidents, or mechanical failures encountered en route by third party contract transportation services shall be considered a cause beyond the control of Contractor, provided shipment was scheduled appropriately in advance and vehicle was ready at time of transport.

- The Contractor shall be responsible for correcting or repairing any defects or damage that may result during transport. Contractor shall notify the Purchasing Entity of any accidents or mechanical failures that may be encountered en route to delivery, and the Purchasing Entity shall reserve the right to evaluate damage and/or refuse delivery if significant damage is sustained.

ii. The Contractor shall notify the Purchasing Entity as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

iii. The Contractor agrees to supply, as soon as such data is available, any reasonable proofs that are required by the Purchasing Entity to make a decision on any request for a delivery extension. The Purchasing Entity shall examine the request, and any documents supplied by the Contractor, and shall determine if the Contractor is entitled to an extension, and the duration of such extension. The Purchasing Entity shall notify the Contractor of its decision in writing.

iv. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any clause under this provision.

C. **Late Deliveries.** Delays in the completion of vehicle delivery beyond the delivery dates specified, either as agreed in the Order or as extended by the Purchasing Entity, may constitute a possible Breach of Contract and subject to corrective action.

D. **Delivery Requirements.** Contractor shall deliver vehicles that are properly serviced, clean, full of fuel, and ready for service. The Purchasing Entity representatives shall inspect vehicle at time of delivery and conduct a road test to check for total vehicle operation, including braking, power, noise, alignment, vibration, and steering to verify it is free of defects and delivered with all required equipment and documentation, per the Purchasing Entity and FTA vehicle post-delivery inspection and Full Acceptance requirements. The required elements for a vehicle to pass post-delivery inspection include:

i. Vehicle dimensions, construction, and options match original order and floorplan.
ii. Odometer shows less than 3,000 miles.
iii. Fluids are filled to proper levels.
iv. Engine is in proper operating condition.

v. All seats and seatbelts are in good condition and correct configuration.
vi. Tires are inflated to correct pressure.
vii. Components, accessories, gauges and switches, radio, cruise control, horn, mirrors, lights, windshield wipers, and all mechanical and hydraulic features are fully functional.
viii. Door operation, including interlock, is free from defect.
ix. Electrical connections are tight at batteries and fuse panel.
x. Exhaust height is a minimum 12 inches above the ground.
xi. Paint and glass condition is unblemished and in good condition.
xii. Bumpers are level.
xiii. Wheelchair Lift is properly adjusted and exhibits proper operation.
xiv. Heating and Cooling systems function according to specifications.
xv. Emergency exits, including roof hatch, open and close properly.
xvi. Tow Hooks are installed to rear frame of vehicle.

E. **Equipment Requirements.** Required equipment to be on board vehicle at time of delivery, and mounted as specified, as applicable, includes:
i. Two (2) complete sets of keys. Each set shall include at least one key for each type of lock, such as driver's door/ignition, lift door, battery box, fuel door, storage, and entry door.
ii. ABC rechargeable fire extinguisher
iii. First Aid Kit
iv. Body Fluid Kit
v. Emergency Triangles
vi. Seat Belt Cutter
vii. Required number of Wheelchair Securement Systems
viii. Spare Tire

F. **Documentation Requirements.** Required documentation to be delivered in person, or shipped to coincide with delivery of the vehicle, includes the items listed below. **Vehicle Title Documentation is to be reviewed by the Purchasing Entity for accuracy.**

i. Invoice To include, at a minimum:
- Purchasing Entity Name
- Purchasing Entity Ship to Address
- Master Agreement Number and Purchasing Entity Participating Addendum Number
- The Master Agreement Category Number and Name
- Purchasing Entity Oder Number
- Order Date
- Ship Date (to match Bill of Sale Date)
- Year, Make, and Model of Vehicle Sold
- Vehicle description to include as applicable engine type, lift location, number of ambulatory seats total, number of wheelchair locations, fuel type, and GVWR

- Purchase Price

ii. Vehicle Testing/Inspection Verification
- Documentation of full front-end alignment completed in Purchasing Entity's state by Contractor
- Water test certification completed at manufacturer plant
- The Purchasing Entity State's certified scale weight certificate
- The Purchasing Entity State's State Patrol/DOT inspection completion report and decal
- CNG pressure test certification, as applicable
- Model and S/N Manifest

iii. Vehicle Registration
- 60-day temporary tags and registration

iv. Vehicle Title Documentation (*May be submitted up to five (5) business days after delivery, or as agreed upon by Purchasing Entity*)
- Manufacturer's Certificate of Origin (MSO) – Body
  - To include odometer disclosure and the Purchasing Entity as lienholder
- Manufacturer's Certificate of Origin (MSO) – Chassis
  - To include odometer disclosure and the Purchasing Entity as lienholder
- Completed Purchasing Entity State Application for Title Form
  - To include the Purchasing Entity as lienholder
- Completed Purchasing Entity State Verification of VIN Form
- Bill of Sale
- Standard Sales Tax Receipt

v. FTA Post-Delivery Audit Documentation (*May be submitted up to five (5) business days after delivery, or as agreed upon by Purchasing Entity*)
- Post Delivery Buy America Vehicle Specific Content Breakdown
  - Includes body and subcomponent certifications
- Post Delivery Buy America Chassis Content Breakdown
- Post Delivery Buy America Final Assembly Certification
- Post Delivery FMVSS Certification

vi. All vehicle specific manuals

vii. Warranty registration cards and forms may be submitted *up to five (5) business days after delivery* to allow for current mileage and delivery dates to be added. Copies of forms completed and submitted by Contractor shall be provided to the Purchasing Entity within this timeframe.

viii. Service policy documents and warranty claim contact information.

G. **Delivery Acceptance.** If vehicle, equipment, or documentation package is determined to be incomplete at time of delivery, vehicle will not be Fully Accepted. Delivery date of an incomplete vehicle shall be considered delayed until such time as required repairs, equipment, or documents are provided that will complete the Order, and such delays shall be subject to evaluation as defined in Delivery and Delay Requirements. Complete vehicles that are delivered within the accepted vehicle delivery timeframe, match the original order without presenting unforeseen or unwanted deviations, meet all criteria of the specifications, are delivered with all required documentation, manuals, and equipment, are clean and full of fuel, and that have passed inspection and been found to be free of defects shall be signed for by a representative of the Purchasing Entity.

i. The contractor shall secure a signed receipt from the Purchasing Entity certifying date of delivery and odometer reading. Each successful delivery, including date, VIN of vehicle, and odometer reading, shall be reported to the Purchasing Entity.

ii. Delivery of vehicle shall not signify **Full Acceptance** on behalf of the Purchasing Entity. Acceptance procedures under Vehicle Full Acceptance, at a minimum below.

8. Initial Vehicle Orientation Requirements

Contractor shall provide the Purchasing Entity with instruction, by a qualified and experienced employee, in the safe operation of all mechanical, electrical, and hydraulic components on the vehicle. Instruction may include a combination of manuals, videos, hands-on and/or remote instruction. Orientation in vehicle operations shall be made available to Operations, Maintenance, or Supervisory staff as required by the Purchasing Entity, and conducted at the time of first vehicle delivery.

A. Orientation shall enable an operator to locate, identify, verify, and operate all accessible vehicle components and functions, including:

i. Engine compartment daily pre-trip inspection items such as belts, hoses, and fluid levels.
ii. Wheels, lug nuts, tires, and recommended pressure settings.
iii. Exterior lights, including head lamps, turn signals, flashers, brake lamps, and back-up alarm.
iv. Battery compartment, high-amp breakers, and master battery disconnect switch.
v. Doors, including automatic interior light activation, mobility aid lift door alarms and interlock, and entry door manual release mechanism.
vi. Emergency exits and associated latching mechanisms and alarms.
vii. OEM chassis controls, switches, gauges, and indicators, including HVAC, radio, dimmer switch, and brights.
viii. Electric heated mirror adjustment.

ix. Driver console controls, switches, gauges, and indicators, including interior lights, electric heated entry step, and voltmeter.
x. Fast idle and interlock system.
xi. Safety equipment.
xii. Seat operation and adjustment, including driver and foldaway, as applicable.
xiii. Mobility aid securement system.
xiv. Mobility aid (wheelchair) lift, including pendant control, manual operation, and breaker reset.
xv. Electrical panel, breaker identification and reset procedure.
xvi. Any and all installed optional equipment, including cameras and event button, stop requests, destination signs, yield to bus signals, and public address systems.

B. Contractor's instructor shall conduct a minimum five (5) mile familiarization road test with the Purchasing Entity's designated operator.

9. Training Program Requirements

Contractor shall provide the Purchasing Entity with an approved instruction program to ensure complete working knowledge of vehicle components and installed systems. Training program shall include, but not be limited to: detailed procedures for proper operation, service, and maintenance of vehicle powertrain, chassis, heating and air conditioning, body electrical (including doors, lighting, interlock and alarm system, troubleshooting, etc.), mobility aid (wheelchair) lift, and all installed optional equipment.

A. Specialized operations and maintenance training shall be provided to any Purchasing Entity taking delivery of vehicles equipped with kneeling air suspension and/or CNG/LPG alternate fuel conversions with required AFSS and combustible gas leak detection systems.

B. Contractor shall provide a description of maintenance training curriculum. Description shall include, but not be limited to, a sample curriculum listing service areas to be addressed, details of how soon after delivery and by whom training shall be conducted, and what type of documentation or literature shall be provided to trainees in addition to required manuals.

10. Vehicle Full Acceptance

The Purchasing Entity shall conduct post-delivery testing of vehicles before **Full Acceptance**. Tests shall be completed within fifteen (15) business days of vehicle being signed for at delivery and shall include visual inspection and total vehicle operation. Vehicles that fail post-delivery tests are subject to non-acceptance.

A. Per the Purchasing Entity and FTA guidelines, the Purchasing Entity shall document details of all inspections, as well as any noted defects, on the Purchasing Entity's provided test forms and shall notify the Contractor in writing of all post- delivery testing inspection results that either result of Full Acceptance or Non-Acceptance. If the inspection results in Non-Acceptance of the vehicle, the Contractor will initiate repairs following the below procedures.

i. The Contractor shall perform any repairs of defects documented in the Non-Acceptance paperwork within five (5) business days after receipt of written notification from the Purchasing Entity. The Purchasing Entity may elect to perform repairs in-house and be reimbursed by the Contractor at the established hourly labor rate for warranty repair. If the Purchasing Entity elects to have the Contractor perform repairs and the Contractor cannot successfully arrange to have the necessary work completed to bring vehicle up to specification compliance within an agreed upon timeframe between the Contractor and the Purchasing Entity, the Purchasing Entity may select to issue a “Letter of Rejection Form,” in which case the Contractor shall take possession of the vehicle, and may be found to be in Breach of Contract, and as such be subject to the corrective actions.

ii. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete required repairs. At the Purchasing Entity’s option, the Contractor may be required to remove the vehicle from the Purchasing Entity’s property while corrective actions are being applied. If the vehicle is removed from the Purchasing Entity’s property, the Contractor’s representative must diligently pursue repair procedures, and the Contractor shall assume risk of loss while the vehicle is under its control.

B. Vehicles that have passed all inspections and been delivered in accordance with all specified requirements shall be considered and the Contractor will be notified that the vehicle is Fully Accepted.

C. Full Acceptance of vehicles shall not release the Contractor or the manufacturer from liability for faulty workmanship or materials.

11. Changes in Contractor Contact

The Contractor shall notify the Lead State of any changes in the Contractor status, see Section 14.3 of Master Agreement, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Master Agreement. Addition of equipment lines will require approval by the Lead State.

12. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under the Participating Addenda.

13. Warranty and After Sales Service

A. Warranty Provisions

i. The Contractor shall warrant the accepted vehicle against parts failure or malfunction due to design, construction or installation errors, defective materials or workmanship, and missing or incorrect parts. Warranty and service provisions specified by Purchasing Entity shall be required in addition to any statutory remedies or warranties imposed on Contractor or provided by body, chassis, or component manufacturer. Warranty shall be based on regular operation of the vehicle under the operating conditions prevailing in the purchasing State.

- Contractor shall provide details of all warranties associated with vehicles offered, including those for components, subsystems, and optional equipment. Contractor shall specify warranty provider, length of warranty period, and whether time-dependent individual component warranties begin to elapse at time of installation, delivery, acceptance, or vehicle in-service date. If a minimum warranty requirement is not stated, then Contractor shall guarantee such equipment against defective materials and workmanship for a period of at least one (1) year from the date of Full Acceptance with no mileage limitation. If the manufacturer's standard warranty exceeds the minimum one (1) year warranty stated herein, then the manufacturer's standard warranty shall apply.

- Contractor shall indicate any available extended warranty offers, covering the complete vehicle, including its components, subsystems, and optional equipment that may exceed the basic component warranties. Extended warranty may be provided at no cost to the Purchasing Entity.

- Each vehicle shall be warranted and guaranteed to maintain structural and functional integrity and be free from related defects for the time periods and mileages provided in warranty.

- Warranty service must be made available to the Purchasing Entity at multiple locations throughout the Purchasing Entity's state. The Contractor shall assist as needed in conducting and coordinating repairs within the warranty periods specified for each component and applicable warranty.

- Contractor shall be responsible for furnishing all parts and labor required to correct defects occurring within established warranty periods at no cost to the Purchasing Entity.

- Contractor shall identify any manufacturer's vehicle or component warranty that is structured to provide full parts and labor coverage for a limited time, and parts-only coverage after the full coverage period has expired, Contractor shall specify the length of each applicable period and extent of coverage provided by each.

- Replacement parts provided under warranty shall be new unless the OEM specifies that a remanufactured part be supplied.

- If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by authorized or certified technicians with the concurrence of Contractor, the subsystem shall have the unexpired warranty period of the original subsystem.

ii. When two or more subcomponents are tied together by design to create a functional system, and those subcomponents are provided or installed by different manufacturers, Contractor shall obtain written agreements as to which party is responsible for system defects and warranty provisions. Examples of these functional groups/systems are Alternator/A/C Brackets, OEM/Air Bag Suspension, Camera/Data Systems, etc. The Purchasing Entity's Contract Administrator reserves the right to view these agreements at any time, for the duration of the Master Agreement/Participating Addenda.

iii. Warranty shall be voided and not applicable to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way that adversely affects its performance or reliability, except insofar as such repairs were performed in accordance with Contractor provided maintenance manuals or authorized instruction, and the workmanship was in accordance with recognized standards of the industry. The warranty shall be void if the Purchasing Entity fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor provided maintenance manuals.

iv. Warranty shall not apply to normal wear and tear of scheduled maintenance items, nor to any items furnished and installed by the Purchasing Entity, such as radios, fareboxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

B. Warranty Claims and Repairs

i. The Contractor shall be responsible for resolving all warranty claims related to defects manifesting during the coverage periods specified for each complete, unmodified vehicle as presented at time of Full Acceptance. This responsibility includes scheduling, coordinating, and monitoring all warranty repairs and parts replacement until fully resolved, and applies to OEM chassis as well as body manufacturer and component vendor related warranty work. Failure to respond to, and resolve, warranty claims according to contract specifications may constitute a Breach of Contract and be subject to corrective action.

ii. The Contractor shall be the first point of contact for all maintenance issues that may be covered under warranty and shall provide a flowchart of responsibility for addressing warranty issues that arise. Contractor should provide name, phone number, email address, and location of primary Warranty Contact for each state and U.S. territory name, title, and contact information for that individual’s immediate superior and department manager. The Purchasing Entity and the Purchasing Entity’s Contract Administrator shall be notified of any change to the primary contacts or to their contact information.

- Contractor shall be required to maintain a warranty repair tracking system. The contractor shall record reported and actionable warranty repair issues that arise after each vehicle has been delivered, and actions taken to fix these issues during the applicable vehicle and component warranty periods. The Contractor’s warranty contact shall note when the Purchasing Entity reports an issue and determine warranty status within the specified timeframes.

iii. Defects detected by the Purchasing Entity upon vehicle delivery or within the warranty periods shall be promptly reported to the Contractor. Within five (5) business days of receiving notification of a defect occurring within the applicable warranty period, Contractor shall either: A) agree that a reported defect is in fact covered by the applicable warranty, B) request further information to clarify the nature of the defect, C) dispatch a representative to inspect the questionable component or subsystem, or D) refute the claim and provide documentation of applicable manufacturer's warranty that specifically addresses the issue, is consistent with any previous warranty coverage, and satisfactorily establishes the reasons the reported defect may not be covered by the provisions of the applicable warranty.

- If Contractor does not request clarifying information, dispatch an inspector, or refute the claim within five (5) business days of notification of defect, the Purchasing Entity reserves the right to have repairs performed by an authorized service provider and submit costs to Contractor for reimbursement.
- If Contractor and the Purchasing Entity cannot mutually resolve status of warranty coverage and responsibility, the disputed claim shall be presented to the Purchasing Entity's Contract Administrator for review and evaluation. If no agreement is reached within ten (10) days of initial defect report, the Purchasing Entity reserves the right to have repairs performed by an authorized service provider while responsibility for the costs of repairs are being determined.

- Refutation of a claim that is determined to be covered by the provisions of the applicable warranty may constitute a Breach of Contract and subject to corrective action.

iv. If Purchasing Entity requires Contractor to perform repairs of a defect covered under warranty, Contractor's representative must initiate repairs within five (5) business days after determination of warranty status. The Contractor shall arrange diagnosis and repair, notify Purchasing Entity of arrangements, communicate with service provider the status of the repairs until they are complete, notify Purchasing Entity that defect has been corrected, and conduct follow-ups to confirm all issues have been resolved. Purchasing Entity shall coordinate vehicle availability with representative's service schedule and service provided must be at a level that meets or maintains manufacturer's requirements to sustain warranty coverage. After repairs are complete, Contractor shall provide Purchasing Entity with a work order that includes vehicle identification, mileage, initial defect description, type of warranty work performed, parts replaced, number of labor hours involved, and dates of initial report and repair completion.

- Failure to initiate or satisfactorily arrange requested repairs according to contract specifications may constitute a Breach of Contract and be subject to corrective action.

v. Warranty Repair Summary Reports shall be provided to the Purchasing Entity's Contract Administrator on a monthly basis. Each entry of the reports shall list, at a minimum, first date of notification, vehicle identification and mileage, name of assisting Contractor agent, details of the issue, determination of warranty status, vendors contacted for additional support, name of technician or authorized service provider performing repair, dates repairs were first initiated and finally completed, and how long repairs performed under authorization shall continue to be covered. Contractor's responsiveness to Purchasing Entity's warranty claims will be regularly monitored and evaluated by the Purchasing Entity's Contract Administrator.

vi. Technical Service Bulletins (TSBs) and Recall Notices as regularly issued by the respective manufacturers to the Contractor shall be passed on to the Purchasing Entity's Contract Administrator and Purchasing Entity's with affected vehicles ordered under this Master Agreement within five (5) business days of notification. Contractor shall contact Purchasing Entity's affected by recalls and arrange a plan of remediation as applicable.

C. Fleet Wide Defects

i. Fleet Defects shall be defined as the failure of identical items covered by the warranty, and occurring during the warranty period in a significant proportion of the vehicles delivered under the Purchasing Entity's Participating Addendum. Identical defects occurring in fifty (50) percent of vehicles delivered shall be considered a "Fleet Defect." Should Purchasing Entity or the Purchasing Entity's Contract Administrator determine the existence of such a systemic design or manufacturing defect, the Contractor and the respective component manufacturer shall, within ten (10) business days of receipt of notice of Fleet Defect, submit a plan of remediation. Upon approval of such remediation plan by the Purchasing Entity's Contract Administrator and affected Purchasing Entity's, Contractor shall implement the required design modifications, repairs, adjustments, or replacements that will correct the defect on all affected vehicles, at no cost to the Purchasing Entity. After correcting the defect, Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in any other like vehicles purchased under the Purchasing Entity's Participating Addendum. The work program shall include inspection and/or correction of defective or potentially defective parts in all vehicles. The warranty on items determined to be Fleet Defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin either on the date the Fleet Defect was determined to exist, or on the repair/replacement date for corrected items.

ii. The contractor shall inform the Purchasing Entity's Contract Administrator and affected Purchasing Entities of any "inherent" engineering defects which arise during the life cycle of the equipment. If Contractor fails to correct identified defects during the life cycle of the equipment, Contractor's responsibility shall continue until such time as it takes to successfully and completely correct the defects.

iii. Fleet Defect warranty repairs required of Contractor or its designated representative that shall be determined to be beyond the scope of its capabilities may be performed by qualified Purchasing Entity's maintenance staff or authorized service providers and shall be reimbursed by Contractor. If the nature of repairs or lack of appropriate Purchasing Entity facilities necessitates transporting defective vehicles off-site or to an Authorized Service Center for repairs to be completed, transportation costs shall also be reimbursed by the Contractor.

D. <u>Repairs Completed by Purchasing Entity</u>

i. <u>Authorization.</u> The contractor or the respective manufacturers may authorize the Purchasing Entity's maintenance technicians to perform warranty service. Contractors remain responsible for monitoring that the Purchasing Entity receives correct replacement parts, return shipping, and proper labor reimbursements in a timely manner.

- If the Purchasing Entity's staff must be "certified" by the manufacturer to perform and be reimbursed for warranty repairs, the Contractor shall provide documentation that details the qualifications required in order for the Purchasing Entity's repair facilities to become certified. If not currently available, Contractor shall document the potential for this type of infrastructure to be developed. The Purchasing Entity shall be responsible for all costs associated with becoming certified.

ii. <u>Parts.</u> An authorized or certified Purchasing Entity choosing to perform warranty-covered repairs shall correct or repair defects using either Contractor specified spare parts available from its own stock or those specifically supplied by Contractor for the repair. Monthly, or at a period to be mutually agreed upon, the Purchasing Entity shall submit reports of all warranty-covered repairs to Contractor for reimbursement of parts and labor. The contractor shall provide forms for these reports.

- Contractor supplied parts shall be shipped pre-paid to authorized Purchasing Entity's repair facility from any source selected by Contractor, the "next business day" following receipt of request for said parts. Parts replaced during warranty covered repairs that are required to be returned to Contractor or component manufacturer shall be supplied with return labels at no cost to the Purchasing Entity. If prepaid return labels are not provided, shipping costs for return of defective parts shall be included on monthly reports and reimbursed by Contractor. Materials shall be returned in accordance with Contractor/manufacturer's instructions.

- Reimbursement for stock parts used in warranty-covered repairs shall be at the invoice cost of the parts at the time of repair, including taxes as applicable.

iii. Labor. Reimbursement of labor expenses incurred by the Purchasing Entity for warranty-covered repairs shall be at Contractor's standard hourly reimbursement rate. The Contractor shall notify the Purchasing Entity of any changes to standard hourly labor reimbursement rate that occur over the life of the contract within five (5) business days of such rate changes.

E. After Sale Service

Service Support Network Information (required)

i. Contractor shall describe their available warranty repair service support network, to include technical assistance and repair facilities available, as well as any mobile warranty-covered repair service programs and parts distribution capability. The Contractor shall provide service center locations, qualifications of technical staff, and contact information.

ii. Contractor shall identify authorized service centers or authorized service providers within each state and U.S. territory.

iii. Individual authorized service centers may be listed for multiple warranty categories. Contractor facility may be listed as a service center.

iv. Contractors shall list authorized service centers for each individual chassis and powertrain.

v. Alternative Fuel model proposers shall specifically identify OEM chassis authorized service centers within the defined regions that are equipped and able to service and repair vehicles outfitted with CNG and LPG alternative fuel systems.

vi. Authorized service centers/providers shall be designated for applicable mobility aid lift manufacturers.

vii. Authorized warranty repair facilities should be designated for both proposed base model climate control unit and optional roof mounted HVAC systems.

viii. Purchasing Entity's shall be responsible for transporting vehicles to authorized service centers unless Contractor's representative or third-party authorized service provider is able to perform warranty repairs on-site.

ix. The Contractor shall retain responsibility for coordinating warranty-covered repairs and following up with Purchasing Entity and authorized service centers and service providers to ensure all repairs are completed within the requirements of the Master Agreement.

F. Mobile Service Technicians and Support (optional)

i. Contractor may optionally offer mobile warranty-covered repair services throughout the Purchasing Entity's state.

- The contractor may optionally offer mobile technician on-site service. Parts and labor shall be furnished at no cost to the Purchasing Entity for eligible repairs performed within the warranty period.

- The optional service should provide a mobile service technician familiar with any area of the state where a vehicle could be ordered under this Master Agreement and Participating Addendum. Mobile service technician(s) should be prepared to travel throughout the Purchasing Entity's state to perform warranty-covered repairs for Purchasing Entity's requesting assistance from Contractor. Contact information may be provided for third party contractor mobile repair services if the party is authorized to perform warranty repairs.

- Contractor shall specify standard labor rate that shall be charged in the event component failure is determined to be due to negligence or misuse of equipment on the part of Purchasing Entity.

G. <u>Transportation Services for Warranty Repair (optional)</u>

i. Contractor may optionally offer transportation services to include pick up of vehicle requiring warranty service from Purchasing Entity location and transport to nearest authorized service center.

ii. Optional Transportation services offered by the Contractor may include

- A driver to operate a road worthy vehicle and all associated costs (insurance, chase vehicles, travel expenses, etc.)
- Towing or shipping vehicles that cannot be safely driven.

iii. Contractor representative or contracted transportation service shall be responsible for confirming road-worthiness of a vehicle as well as for any damages that may be incurred during transport. Return service must be available to Purchasing Entity unable to pick vehicle up from a service center once repairs are completed. Mileage rates proposed shall be the same for all instances.

H. <u>Rental or "Loaner" Vehicle (optional)</u>
Contractor may optionally make available the use of an interim replacement vehicle, or "loaner" vehicle, through a rental or loaner, to be made available to Purchasing Entity's implementing warranty repairs that place a vehicle out of service for a significant length of time. Contractor may propose unit configurations that shall be made available, a daily flat rate for rental of loaner vehicle, insurance and legal operating requirements, and per- mile pickup and delivery fees.

III. LEAD STATE RESPONSIBILITIES AND TASKS

1. Any request for updates to Attachment D Pricing must be received by Lead State Contract Administrator at least 120 days prior to the requested effective date.

ATTACHMENT C – SPECIFICATION SHEET(S)

CATEGORY 3-3 TRANSIT BUS – HEAVY DUTY

TECHNICAL SPECIFICATIONS

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Specifications.

ATTACHMENT D

PRICING

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor approved Price List.