

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

1-19-23-17B

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

New Flyer of America, Inc.

2. The term of this Agreement is:

START DATE

November 1, 2019, or upon DGS approval, whichever is later.

THROUGH END DATE

October 31, 2021, or two (2) years after DGS approval of contract, whichever is later. (The contract may be extended for three (3) additional one (1) year periods or portion thereof.)

3. The maximum amount of this Agreement is:

\$0.00 (No guarantee of contract expenditure)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS  | TITLE  | PAGES |
|-----------|--|-------|
| Exhibit A | RFP Event ID 0000010012, Section 3 - Requirements  | 15    |
| Exhibit B | Cost Worksheet   | 6     |
| Exhibit C | Contractor's final proposal, including BAFO, is hereby incorporated as part of this contract.  | 465   |
|           | The entire RFP Event ID 0000010012 is hereby incorporated by reference and made part of this contract. All purchase orders issued under this contract incorporate the terms and conditions set forth in this contract. |       |
|           | Ministerial changes to the contract, such as contract administrator, URL additions, etc., will be handled by Supplement only and must be approved by the Contract Administrator.                                       |       |

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

New Flyer of America, Inc.

CONTRACTOR BUSINESS ADDRESS

6200 Glenn Carlson Drive

CITY

St. Cloud

STATE

MN

ZIP

56301

PRINTED NAME OF PERSON SIGNING

Glenn Asham

TITLE

Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

DECEMBER 12, 2019

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

|                                 |  |
|---------------------------------|--|
| AGREEMENT NUMBER<br>1-19-23-17B | PURCHASING AUTHORITY NUMBER (If Applicable)<br>N/A |
|---------------------------------|--|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 3rd Street, 2nd Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Rhonda Smith

*for*

TITLE

Chief, Acquisitions Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*[Handwritten Signature]*

DATE SIGNED

*12/13/2019*

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

|   |
|---|
| DEPARTMENT OF GENERAL SERVICES<br>PROCUREMENT DIVISION<br><br><b>APPROVED</b><br><br>BY <u><i>MA</i></u><br><br>DATE <u><i>12/13/19</i></u> |
|---|

EXEMPTION (If Applicable)



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
NON-MANDATORY

**\*Supplement 7\***  
**\*(Incorporates Supplements 1 – 7)\***

|   |
|---|
| ISSUE AND EFFECTIVE DATE: <b>*8/01/2024*</b>  |
| CONTRACT NUMBER: 1-19-23-17B  |
| DESCRIPTION: Zero-Emission Transit Buses  |
| CONTRACTOR: New Flyer of America, Inc.  |
| CONTRACT TERM: 12/16/2019 through 12/15/2024  |
| STATE CONTRACT ADMINISTRATOR: Erica Seghesio-Groves<br>(279) 946-8022<br><a href="mailto:Erica.SeghesioGroves@dgs.ca.gov">Erica.SeghesioGroves@dgs.ca.gov</a> |

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

| ORDER PLACEMENT INFORMATION  |   |   |
|--|---|---|
| <b>Mailing Address:</b><br>New Flyer of America, Inc.<br>2880 Jurupa St<br>Ontario, CA 91761 | <b>Email:</b><br><a href="mailto:Mark.Fisher@newflyer.com">Mark.Fisher@newflyer.com</a> | <b>Contact Information:</b><br>Mark Fisher<br>Phone: (909) 560-1541 |

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, ***\*Supplement 7\****

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

| Supplement Number | Description/Articles  | Supplement Date           |
|-------------------|---|---------------------------|
| <b><i>*7*</i></b> | <b><i>*Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br/> ➤ Article 33, Added Vetted Forms/Certifications.*</i></b>   | <b><i>*8/01/2024*</i></b> |
| 6                 | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Contract has been extended from 12/15/2022 to 12/15/2024.<br>➤ Attachment A, Contract Pricing. Price increase on all Zero-Emission Transit Bus Groups.   | 8/03/2023                 |
| 5                 | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Article 17, Ordering Procedure, updated order placement contact information.<br>➤ Article 26, Contract Administration, updated contact information.  | 1/24/2023                 |
| 4                 | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Contract has been extended from 12/15/2022 to 12/15/2023.<br>➤ Attachment A, Contract Pricing. Price increase on all Zero-Emission Transit Bus Groups and updates to battery technology.<br>➤ Attachment C, Base Bus Configurations, updates to battery technology and drive system.<br>➤ Attachment D, Technical Questionnaire, updates to battery technology, drive system, and traction motor.<br>➤ Attachment G, Federal Certification Forms, updated. | 11/29/2022                |
| 3                 | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Article 26, Contract Administration – update to State Contract Administrator’s contact information.  | 11/09/2021                |

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

| <b>Supplement Number</b> | <b>Description/Articles</b>  | <b>Supplement Date</b> |
|--------------------------|--|------------------------|
| 2                        | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Contract has been extended from 12/15/2021 to 12/15/2022. | 5/20/2021              |
| 1                        | Subject contract for Zero-Emission Transit Buses is hereby modified to reflect the following changes:<br>➤ Article 26: Change to Contract Administrator              | 1/08/2021              |
| N/A                      | Original Contract Posted   | 12/16/2019             |

**All other terms and conditions remain the same.**

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

TABLE OF CONTENTS

|     |   |    |
|-----|---|----|
| 1.  | SCOPE .....   | 6  |
| 2.  | CONTRACT USAGE/RULES .....  | 6  |
| 3.  | DGS ADMINISTRATIVE FEES.....  | 7  |
| 4.  | SB/DVBE OFF-RAMP PROVISION.....   | 7  |
| 5.  | EXEMPT PURCHASES.....   | 7  |
| 6.  | PROBLEM RESOLUTION/SUPPLIER PERFORMANCE .....                                   | 8  |
| 7.  | CONTRACT ITEMS.....   | 8  |
| 8.  | FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES AND CERTIFICATIONS .....           | 8  |
| 9.  | INSURANCE REQUIREMENTS.....   | 8  |
| 10. | SPECIFICATIONS.....   | 8  |
| 11. | CUSTOMER SERVICE .....  | 8  |
| 12. | PRE-ORDER CONFIGURATION .....   | 9  |
| 13. | PRE-ORDER QUOTE REQUEST .....   | 9  |
| 14. | PRODUCT SUBSTITUTIONS/DISCONTINUED VEHICLE REMEDY/NEW TECHNOLOGY PROVISION..... | 10 |
| 15. | PURCHASE EXECUTION.....   | 10 |
| 16. | MINIMUM ORDER.....  | 11 |
| 17. | ORDERING PROCEDURE .....  | 11 |
| 18. | ORDER ACCEPTANCE .....  | 12 |
| 19. | ORDER RECEIPT CONFIRMATION.....   | 12 |
| 20. | OUT OF STOCK REMEDY .....   | 12 |
| 21. | DELIVERY SCHEDULES .....  | 13 |
| 22. | PRE-DELIVERY CHECKLIST .....  | 13 |
| 23. | DELIVERY DOCUMENTS.....   | 13 |
| 24. | FREE ON BOARD (F.O.B.) DESTINATION .....  | 14 |
| 25. | INSPECTION AND ACCEPTANCE.....  | 14 |
| 26. | CONTRACT ADMINISTRATION .....   | 14 |
| 27. | RETURN POLICY.....  | 14 |
| 28. | PRODUCT RECALL PROCEDURES.....  | 15 |
| 29. | INVOICING .....   | 15 |
| 30. | PAYMENT .....   | 15 |
| 31. | CALIFORNIA SELLER'S PERMIT .....  | 16 |

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

32. WARRANTY ..... 16  
33. *\*VETTED FORMS/CERTIFICATIONS* ..... 17  
34. ATTACHMENTS..... 17

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

## 1. SCOPE

The State's contract with New Flyer of America, Inc., (Contractor) provides Zero-Emission Transit Buses at contracted pricing to Ordering Agencies in accordance with the requirements of Contract #1-19-23-17B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for customer service, data collection, reporting, and distribution of Zero-Emission Transit Buses.

This Statewide contract is a State Cooperative Purchasing Contract (SCPC) under Section 3019 of the FAST Act and is compliant with Federal Transit Administration (FTA) Guidelines. The State of California has contracted with New Flyer of America, Inc., to provide Zero-Emission Transit Buses, Options, Spare Parts, and Support to multiple participants, including transit organizations from other states. The contract incorporates FTA required clauses and certifications. Any out of state agency is free to use the SCPC throughout the life of the contract.

Incentive discount programs such as CALSTART HVIP are not factored in to Attachment A, Contract Pricing. These incentive programs, if any, will apply at the time a purchase order is placed with New Flyer of America, Inc.

The contract term is for two (2) years with an option to extend the contract for three (3) additional one (1) year periods or portion thereof at the unilateral discretion of the State.

## 2. CONTRACT USAGE/RULES

- The use of this contract is non-mandatory for Ordering Agencies.
- Ordering Agencies are defined as "State of California departments (State), any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services", reference Public Contract Code (PCC), section 10298 (a) (b), and similar United States agencies outside of California, reference section 3019 of the FAST Act.
- Ordering Agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, State Contracting Manual Volume 2, FTA requirements, applicable statutes, rules, regulations and orders of the United States and the jurisdiction of the Ordering Agency.
- Prior to placing orders against this contract, Ordering Agencies are responsible for verifying they comply with FTA requirements.



**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services (DGS), Procurement Division (DGS-PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a DGS agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

### **3. DGS ADMINISTRATIVE FEES**

#### **A. Non-State Ordering Agency**

For all Non-State Ordering Agency transactions issued against the contract, the Contractor is required to remit to DGS-PD an Incentive Fee of an amount equal to 1 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the Non-State Ordering Agency. All prices quoted to Non-State Ordering Agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

#### **B. California State Ordering Agency**

The DGS will bill each State Ordering Agency an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

### **4. SB/DVBE OFF-RAMP PROVISION**

There is no SB/DVBE off ramp associated with this contract.

### **5. EXEMPT PURCHASES**

There are no exempt purchases associated with this contract.

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

## **6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering Agencies and/or Contractor shall inform the DGS State Contract Administrator (DGS CA) of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The Ordering Agency should include all relevant information and/or documentation (e.g., purchase documents).

## **7. CONTRACT ITEMS**

Contract items include all items listed in Attachment A, Contract Pricing:

- Base Bus per Attachment C, Base Bus Configuration
- Battery upgrades
- Extended warranties
- Options, including all items in the Contractor's catalog
- Spare Parts
- Support, including:
  - Operator and Technician Training
  - Manuals

Contract also includes a battery leasing option. Ordering Agency must contact the Contractor for more details.

## **8. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES AND CERTIFICATIONS**

The Contractor's completed FTA clauses and certifications are included as Attachment G.

## **9. INSURANCE REQUIREMENTS**

The Contractor must maintain in force (as required by State law) a valid Worker's Compensation Insurance Policy for all employees engaged in the performance of the contract and agree to furnish the satisfactory evidence if an Ordering Agency may request.

## **10. SPECIFICATIONS**

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Technical Specification and Attachment D, Technical Questionnaire.

## **11. CUSTOMER SERVICE**

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. – 5:00 p.m. PT.

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

| Contact    | Phone          | Email  |
|------------|----------------|--|
| John Elder | (320) 203-4724 | <a href="mailto:John_Elder@newflyer.com">John_Elder@newflyer.com</a> |

## 12. PRE-ORDER CONFIGURATION

The Contractor shall offer a pre-order configuration in accordance with Attachment H, New Bus Manufacturing Inspection Guidelines.

## 13. PRE-ORDER QUOTE REQUEST

The Contractor shall provide an offer to Ordering Agencies in MS Excel spreadsheet format that contains the following information or as specified by the Ordering Agency:

- Contractor letterhead
- Offer/Quote “prepared by” name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Ordering Agency name
- Ordering Agency contact person
- Contract number
- Contract Line Item Number
- Quantity
- Description of Item
- Manufacturer’s Part Number/SKU
- MSRP/Index Price
- Contract Discount, if any
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees
- Grand Total

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

#### **14. PRODUCT SUBSTITUTIONS/DISCONTINUED VEHICLE REMEDY/NEW TECHNOLOGY PROVISION**

Vehicles meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the DGS CA. These changes will be made in the form of a contract supplement, and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the DGS CA.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the discretion of the State.

Upon receipt of order acknowledgment identifying discontinued items, the Ordering Agencies shall have the following options:

- Amend purchase document to reflect DGS CA approved substitute item
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the DGS CA.

The State reserves the right to add new devices or accessories to this contract that may evolve or become available through new technology. Such additions must be for the same general purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as a replacement as approved by the DGS CA.

#### **15. PURCHASE EXECUTION**

##### **A. State Ordering Agency**

##### **1) Std. 65 Purchase Documents**

State Ordering Agencies not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Non-State Ordering Agencies

Non-State Ordering Agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

**16. MINIMUM ORDER**

There is no minimum order for this contract.

**17. ORDERING PROCEDURE**

Ordering Agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Email

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

The Contractor's Order Placement Information is as follows:

| <b>ORDER PLACEMENT INFORMATION</b>   |  |   |
|--|--|---|
| <b>Mailing Address:</b><br>New Flyer of America<br>2880 Jurupa St<br>Ontario, CA 91761 | <b>Email:</b><br><u>Mark_Fisher@newflyer.com</u> | <b>Contact Information:</b><br>Mark Fisher<br>Phone: (909) 560-1541 |

When using any of the ordering methods specified above, all State Ordering Agencies must conform to proper State procurement procedures regardless of funding. If a Non-State Ordering Agency is a recipient of Federal funding, it is their responsibility to ensure compliance with FTA requirements in addition to the procurement procedures of their jurisdiction.

**18. ORDER ACCEPTANCE**

The Contractor may accept orders from any Ordering Agency.

**19. ORDER RECEIPT CONFIRMATION**

The Contractor will provide Ordering Agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Contractor's Order Number
- Ordering Agency Name
- Agency order number (Purchase Order Number)
- Description of Goods
- Total Cost
- Anticipated Delivery date
- Date order is placed with manufacturer
- Delayed Production Notification (If applicable)
- Discontinued Bus Notification (if applicable)

**20. OUT OF STOCK REMEDY**

Upon receipt of an order acknowledgment identifying out of stock Spare Part items, the Ordering Agencies should have the following options:

- Request back order
- Cancel the item from the order with no penalty

Contractor should provide notification to the Ordering Agencies regarding out-of-stock items which have been back ordered.

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without DGS CA approval.

## **21. DELIVERY SCHEDULES**

Delivery for orders placed against this contract shall be in accordance with the following:

### **A. Locations**

Deliveries are to be made to the location specified on the individual order. The Contractor is requested to make deliveries to Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are 10:00AM to 4:00PM PT.

### **B. Schedule**

Delivery of ordered product shall be completed in full within two (2) years after receipt of an order (ARO). Since receiving hours for each Ordering Agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the Ordering Agency within twelve (12) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

## **22. PRE-DELIVERY CHECKLIST**

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service and delivered with the vehicle.

## **23. DELIVERY DOCUMENTS**

The following documents shall be delivered to the Ordering Agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual (if applicable)

The following manuals shall be provided to the Ordering Agency, within thirty (30) days following the delivery of the first production vehicle.

- One (1) copy of the Maintenance Packages Manual
- One (1) copy of the Preventative Maintenance and Procedure Manual
- One (1) copy of the Parts Manual
- One (1) copy of the Operator's Manual

**Contract (Non-Mandatory) 1-19-23-17B**  
 Contract User Instructions, **\*Supplement 7\***

**24. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the Contractor, to Sacramento County. The fees for deliveries outside of Sacramento County shall be negotiated between the Contractor and Ordering Agency. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the Ordering Agency, except the responsibility for latent defects, fraud, and the warranty obligations.

**25. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 17 entitled Inspection, Acceptance and Rejection, Non-IT General Provisions, Rev. 06/08/2010, as well as Attachment H, New Bus Manufacturing-Inspection Guidelines.

**26. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

| <b>Administrator Information</b> | <b>DGS-PD</b>   | <b>New Flyer of America, Inc.</b>   |
|----------------------------------|---|---|
| <b>Contact Name:</b>             | Erica Seghesio-Groves   | Adrian Graca  |
| <b>Telephone:</b>                | (279) 946-8022  | (204) 470-5521  |
| <b>Email:</b>                    | <a href="mailto:Erica.SeghesioGroves@dgs.ca.gov">Erica.SeghesioGroves@dgs.ca.gov</a>  | <a href="mailto:Adrian_Graca@newflyer.com">Adrian_Graca@newflyer.com</a>                            |
| <b>Address:</b>                  | DGS/Procurement Division<br>Attn: Erica Seghesio-Groves<br>707 Third Street, 2 <sup>nd</sup> Floor,<br>MS 201<br>West Sacramento, CA<br>95605 | New Flyer of America, Inc.<br>Attn: Adrian Graca<br>6200 Glenn Carlson Drive<br>St. Cloud, MN 56301 |

**27. RETURN POLICY**

Contractor shall accept all Spare Parts for return at no cost to the Ordering Agency within thirty (30) calendar days of delivery, and refund the customer in full.

Spare Parts returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost. The Contractor shall provide the DGS CA and/or Ordering Agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.



**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

## **28. PRODUCT RECALL PROCEDURES**

The Contractor shall provide recall notification, regardless of level, in writing to the DGS CA and each applicable Ordering Agency through the most expedient method possible. The notices, at a minimum, shall include a complete product/component description and/or identification, contract number, delivery order number and disposition instructions. The Contractor shall pick up, test, destroy, or return recalled products/components to the manufacturer at no expense to the Ordering Agency. The Contractor shall issue replacement of product/component or credit for any product/component removed or recalled. Each Ordering Agency shall have the option of accepting either replacement product/component or credit in exchange for recalled/removed products.

## **29. INVOICING**

Invoices shall be submitted to the Ordering Agencies within seven (7) calendar days from date of delivery. Ordering Agencies may require separate invoicing, as specified by each Ordering Agency.

## **30. PAYMENT**

### **A. Terms**

Ordering Agencies may pay by check or electronic funds transfer. California State Ordering Agency Payments are to be made in accordance with paragraph 30 of the State's General Provisions.

### **B. State Financial Marketplace**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

**31. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

| Contractor Name      | Seller Permit # |
|----------------------|-----------------|
| New Flyer of America | 102804994       |

**32. WARRANTY**

A. Standard Warranty

The Contractor is providing warranties and warranty services set forth in Attachment E, Warranty Requirements. Refer to Attachment E1, Summary of Standard Warranties for warranties being provided by New Flyer as some components terms exceed what is required in Attachment E, Warranty Requirements.

B. Energy Storage Extended Warranty

An Energy Storage Extended Warranty is available for an Additional six (6) years/300k miles, in accordance with Attachment E, Warranty Requirements and Attachment E1, Summary of Standard Warranties.

C. Equipment Replacement During Warranty

The Contractor shall provide equipment replacement services during warranty as set forth in Attachment E, Warranty Requirements.

D. Warranty Claims

If the Agency detects a defect within the defined warranty period, it shall within thirty (30) days provide a Notice of Defect to the Contractor's representative.

| Contractor Point of Contact | Email  | Telephone      |
|-----------------------------|--|----------------|
| Angela Stelmack             | <a href="mailto:Angela_Stelmack@newflyer.com">Angela_Stelmack@newflyer.com</a> | (204) 224-6722 |

**Contract (Non-Mandatory) 1-19-23-17B**  
Contract User Instructions, **\*Supplement 7\***

**33. \*VETTED FORMS/CERTIFICATIONS**

*The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:*

- *GenAI Disclosure & Factsheet (STD 1000)*
- *Bidder Declaration Form (GSPD 05-105)*
- *DVBE Declaration Form (DGS-PD 843)*
- *Darfur Contracting Act Form*
- *California Civil Rights Certification Form*
- *Iran Contracting Act Certification*
- *Russian Sanctions Agreement*
- *Federal Debarment*

*State departments should make a notation of this within their procurement file.\**

**34. ATTACHMENTS**

Attachment A – Contract Pricing, Supplement 6  
Attachment B – Technical Specification  
Attachment C – Base Bus Configurations, Supplement 4  
Attachment D – Technical Questionnaire, Supplement 4  
Attachment E – Warranty Requirements  
Attachment E1 – Summary of Standard Warranties  
Attachment F – Training Requirements  
Attachment G – FTA Clauses and Certifications, Supplement 4  
Attachment H – New Bus Manufacturing-Inspection Guidelines