

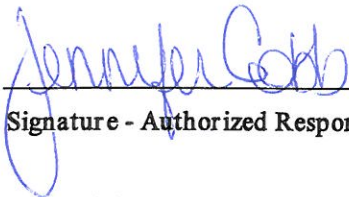
RFP No. 071-072-A1
ATTACHMENT A
EXECUTION OF PROPOSAL (Continued)

RESPONDENT ACKNOWLEDGMENT

The Respondent does hereby acknowledge that it can meet all requirements as stated and also acknowledges the receipt, review, and acceptance of the Request for Proposals identified in its Proposal. Any exceptions to the statement of work, terms, requirements, and conditions have been explicitly set forth in the Respondents Proposal. Failure to sign and submit this form with its Proposal may disqualify the Proposal.

By signing this Execution of Proposal, respondent:

- 1) Certifies that if a Texas address is shown as the address of the respondent, the respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 2) Acknowledges that its proposal and subsequent documents submitted are subject to the Texas Public Information Act;
- 3) Acknowledges its obligation to specifically identify information it contends to be confidential or proprietary, and where respondent designates substantial portions of or the entire proposal as confidential or proprietary, the proposal is subject to being determined to be non-responsive to the solicitation.
- 4) Grants a royalty-free, non-revocable limited perpetual license to reproduce any copyrighted portions of the proposal and subsequent documents to comply with Legislative Budget Board reporting requirements, Public Information Act disclosures, or any other reporting requirements mandated by law or statute.
- 5) Respondent's Proposal will remain in effect for 120 days after the Proposal Due Date



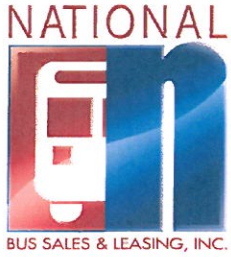
Signature - Authorized Respondent Representative

Jennifer Cobb

Printed Name

06/10/2013

Date



15580 Hwy 114
Justin, TX 76247
www.nationalbussales.com
817.636.2365(p)
817.636.2947(f)

Re: RFP No 071-072-A1

To Whom It May Concern:

National Bus Sales appreciates the opportunity to submit a proposal for the TX Comptroller RFP No 071-072-A1. In stating that, National Bus Sales will honor said Proposal for 120 days following the Proposal Due Date.

At this time there is neither confidential nor proprietary information that needs notating. National Bus Sales takes no Exception to any part of the RFP and is confident that our products and services are above and beyond those required to serve the contract.

The Execution of an agreement between National Bus Sales and the State will not create conflict of interest nor cause an appearance of conflict of interest. In stating that, there are no conflicts of interest; National Bus Sales also acknowledges that there are no conflicts or possible issues that may create the appearance of impropriety relative to neither us nor our proposed subcontractors.

We are looking forward to the opportunity to work with the TX Comptroller on this very important endeavor and look forward to the response.

Sincerely,

Jeff Johnson
National Bus Sales
Area Sales Manager
15580 HWY 114
Justin, TX 76247
512.750.6115(p)
jjohnson@nationalbussales.com

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



RFP No. 071-072-A1

ATTACHMENT B – RESPONDENT INFORMATION

Complete and Return with Response

Federal Employer ID# or Texas Payee/Vendor ID#: 58-1216021 DUNS No. (If applicable) 07-031-8670

Company Name: National Bus Sales

Mailing Address: 15580 HWY 114

Physical Address: 15580 HWY 114

City/State/Zip: Justin/TX/76247

E-Mail for Receipt of Purchase Orders: broy@nationalbussales.com

Web Site URL: www.nationalbussales.com

Please complete all fields for each name as requested on this form. All information is necessary to conduct mandated checks through the Excluded Parties List System (Reference Part B, Paragraph B.7.3) prior to award.

EXECUTIVE REPRESENTATIVE

Ray	M	Healy	Regional VP, Southwest
Name – First	Middle Initial	Last	Title
Phone	817.636.6310	E-mail	rhealy@nationalbussales.com

CONTACT FOR PROPOSAL

Jennifer	M	Cobb	Sales Coordinator
Name – First	Middle Initial	Last	Title
Phone	817.636.6314	E-mail	jcobb@nationalbussales.com

PROGRAM/CONTRACT MANAGER

Jeff	E	Johnson	Regional Sales Mngr
Name – First	Middle Initial	Last	Title
Phone	512.750.6115	E-mail	jjohnson@nationalbussales.com

CUSTOMER SERVICE FOR PURCHASE ORDERS; PRODUCT QUESTIONS AND DELIVERY

Brent	D	Roy	Regional Sales Mngr
Name – First	Middle Initial	Last	Title
Phone	817.909.6706	E-mail	broy@nationalbussales.com

Payment terms for the State of Texas are typically 30 days.

Provide the additional expedited payment discount extended if paid within the time period indicated below.

Number of Days	n/a	%	Number of Days	n/a	%	Number of Days	n/a	%
----------------	-----	---	----------------	-----	---	----------------	-----	---

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



RFP No. 071-072-A1

ATTACHMENT C - PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences
(<http://www.window.state.tx.us/procurement/pub/manual/2-38.pdf>).

Identify the preferences for which you qualify:

Goods produced OR

Offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

Goods produced in Texas OR

Offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran

Agricultural products grown in Texas

Agricultural products offered by a Texas bidder

Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran

Texas Vegetation Native to the Region

USA produced supplies, materials or equipment

Products of persons with mental or physical disabilities

Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

Energy Efficient Products

Rubberized asphalt paving material

Recycled motor oil and lubricants

Products produced at facilities located on formerly contaminated property

Products and services from economically depressed or blighted areas

Vendors that meet or exceed air quality standards

Recycled or Reused Computer Equipment of Other Manufacturers

Foods of Higher Nutritional Value

ATTACHMENT D
TexasOnline-TxSmartBuy

The Texas Comptroller's Office (CPA) has implemented TxSmartBuy, an online ordering system that can be found at www.txsmartbuy.com. This system is provided through the TexasOnline project, managed by the Texas Department of Information Resources and its new contractor, Texas NICUSA, LLC ("Texas NICUSA").

TexasOnline has worked with the CPA to make TxSmartBuy a one-stop shopping portal for state and local government entities. The goods and services covered by your statewide contract are being loaded into the system and will be accessible by over 200 state agencies and institutions of higher learning and 1,800 local entities.

Because the system is designed to be revenue-neutral to the State of Texas, all orders against contracts in the system incur a 1.5% administrative fee on the purchase price paid by the customer.

In order to recover its cost of implementing and maintaining the system and to properly invoice each contractor in TxSmartBuy, TexasOnline has developed a short contract to be executed.

All responses submitted must contain one (1) signed copy of the Administrative Fee Agreement with the online administrator of TxSmartBuy for the payment of the administrative fee. Failure to do so may result in the response being deemed nonresponsive. CPA will NOT submit the signed Administrative Fee Agreement to the online administrator unless the Respondent is awarded a contract. Please include the mailing address to which the executed contract is to be sent on Attachment C – Respondent Information.

Upon issuance of a Notification of Award from the Texas Procurement and Support Services (TPASS), a division CPA, the signed documents will be sent to TexasOnline for execution to the following address:

TexasOnline
c/o TxSmartBuy_Contracts
301 Congress Avenue, Suite 400
Austin, TX 78701
email: TxSmartBuy_Contracts@nicusa.com

Texas NICUSA will sign and return one fully executed copy for your records.

Thank you for your prompt attention to this matter. We look forward to working with you to make TxSmartBuy a success for the State of Texas and all of its statewide contractors. If you have any questions about this contract, please contact TxSmartBuy contracts support at:

TxSmartBuy_Contracts@nicusa.com

TXSMARTBUY TECHNOLOGY & ADMINISTRATIVE FEE AGREEMENT

This TXSmartBuy Technology Agreement (this "Agreement") is entered into by and between

National Bus Sales with offices at 15580 HWY 114
Justin, TX 76247 ("Contractor") and

Texas NICUSA, LLC, a Texas limited liability company, with offices at Austin, Texas ("TXNICUSA").

Background and Purpose

Contractor and the State of Texas acting through the Texas Comptroller of Public Accounts ("CPA") or its predecessor agencies have entered into a statewide contract (the "Statewide Contract") under which Contractor sells specifically identified goods and/or services at defined pricing to authorized Texas governmental and non-profit customers ("Customers") as defined in the Statewide Contract.

Separately, through the Department of Information Resources' contract for the TexasOnline Project, the CPA has executed a contract with TXNICUSA, to provide CPA with certain services and technology to establish and maintain an online catalogue searching and ordering system on TexasOnline known as "TXSmartBuy."

The purpose of this Agreement is to (1) establish payment terms and Contractor's obligation to pay TXNICUSA the Administrative Fee, as defined in Section 2 herein (2) describe how Contractor may use and interact with TXSmartBuy, and (3) set forth TXNICUSA's right to use certain technology to retrieve designated information from Contractor's systems in connection with TXSmartBuy.

Agreement Terms

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and TXNICUSA, hereby agree as follows:

1. Invoicing and Payment of Administrative Fee. Pursuant to state law, the funding mechanism for TXSmartBuy is an administrative fee assessed on each purchase made by a Customer under the Statewide Contract (the "Administrative Fee"). The Administrative Fee is expressed as a percentage of the purchase price paid by a Customer, which is known as (the "Administrative Fee Rate"). For the avoidance of doubt, the Administrative Fee will be assessed on all orders of any type under the Statewide Contract, and includes online transactions processed via TXSmartBuy and any offline transactions processed under the Statewide Contract.

The Administrative Fee Rate is set in accordance with the Statewide Contract at 1.5%, and under the Statewide Contract, the Administrative Fee is to be invoiced monthly by TXNICUSA to Contractor. The invoiced amount of the Administrative Fee is based on both the monthly sales report uploaded by Contractor to the CPA and the online sales report generated by TXSmartBuy. The Administrative Fee will not be assessed on amounts refunded by Contractor to a Customer for cancelled or returned orders.

Invoices will be emailed to the Contractor unless Contractor otherwise requests in writing that it receive its invoices from TXNICUSA via regular US mail. Contractor agrees to pay TXNICUSA the invoiced Administrative Fee within thirty days from the date of the invoice. The Administrative Fee is non-refundable to Contractor except in those cases where an Administrative Fee has been paid by Contractor in connection with a Customer's cancelled or returned order. If the Administrative Fee for the cancelled or returned ordered items has been paid by Contractor to TXNICUSA, then TXNICUSA will refund that portion of the Administrative Fee paid to TXNICUSA or apply such refund as a credit against subsequent Administrative Fee payable by Contractor. Administrative Fees not paid by Contractor within 30 days of the invoice date will be subject to interest at the rate of the lesser of (a) 1.5% per month or (b) the maximum amount allowed under applicable law. In addition to such interest charges, Contractor shall reimburse TXNICUSA for all costs incurred by TXNICUSA (including, but not limited to, reasonable attorneys fees) in collecting any past-due amounts payable by Contractor to TXNICUSA under this Agreement.

2. Performance Reporting to CPA. Contractor acknowledges and agrees that (a) TXNICUSA may report Contractor's payment history and other performance related to this Agreement to CPA and other Texas governmental agencies upon request, and (b) the Statewide Contract (or Contractor's ability to accept orders under the Statewide Contract) may be suspended or terminated by CPA or CPA may take other action related to Contractor, where Contractor does not timely pay any Administrative Fee to TXNICUSA.

3. Use of TXSmartBuy. Contractor acknowledges that all title, rights and interest in the software and other technology supporting TXSmartBuy are the sole and exclusive property of either TXNICUSA or others besides Contractor. In connection with the Statewide Contract and this Agreement, Contractor may be given access to certain features or functions of the software or other technology supporting TXSmartBuy. Contractor agrees to use such access solely to perform its obligations under this Agreement or the Statewide Contract. Contractor further acknowledges that Contractor's use of any feature or functions of TXSmartBuy available over the internet or via TexasOnline is subject to the Site Policies as set forth on TexasOnline at www.texas.gov.

4. Use of Searchbots. Contractor may choose, at its sole discretion, the "punch-out" option, in which TXSmartBuy uses "searchbots," which allow Customers to search for relevant information and pricing on Contractor's website or supporting computer systems. The use of searchbots is not a mandatory requirement under this Agreement and therefore, choosing not to use searchbots will not affect this Agreement. However, in the event Contractor chooses the "punch-out" option, Contractor agrees: 1) that TXNICUSA may deploy searchbots solely in connection with the performance of TXNICUSA's work for integration and maintenance of TXSmartBuy; and 2) to cooperate with TXNICUSA in the integration and maintenance of such searchbots, including without limitation, providing TXNICUSA any information reasonably required in connection therewith. TXNICUSA may change searchbot technology from time to time throughout the term of the Agreement. If a change in searchbot technology is not compatible with Contractor's punch-out option, the Contractor may choose: 1) opt out of the punch-out option; or, 2) make any changes to their website required to support the new technology at their own expense.

5. Relationship to Other Agreements. The parties agree that this Agreement is distinct and separate from the Statewide Contract and the contract between TXNICUSA and CPA for TXSmartBuy; the parties' obligations under this Agreement are in no way contingent on the Statewide Contract, the TXNICUSA - CPA contract or the respective performance of either contract. In no event shall Contractor be deemed to be a third party beneficiary of the TXNICUSA - CPA contract.

6. Renewal of Statewide Contract. If the Statewide Contract is renewed or extended beyond its current expiration date, this Agreement shall continue to apply to any Administrative Fee arising during such renewal or extension term. Similarly, if Contractor enters into a replacement or follow-on contract to the Statewide Contract for goods or services to be supplied via TXSmartBuy, this Agreement shall apply to such replacement or follow-on contract and the term "Statewide Contract" as used in this Agreement shall be deemed to include such replacement or follow-on contract.

7. Disclaimer of Warranties and Liability. TXNICUSA PROVIDES ALL SERVICES UNDER THIS AGREEMENT AND TXSMARTBUY "AS IS" AND HEREBY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, INTEGRATION, AND PERFORMANCE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TXNICUSA DOES NOT WARRANT THAT ANY SERVICES OR TXSMARTBUY WILL BE ERROR-FREE.

IN NO EVENT WILL EITHER PARTY OR ITS EMPLOYEES, OFFICERS AND DIRECTORS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING LOST PROFITS, LOST DATA, OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE PARTIES, THEIR EMPLOYEES, OFFICERS AND DIRECTORS WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TXSMARTBUY FOR AN AGGREGATE AMOUNT IN EXCESS OF THE ADMINISTRATIVE FEE PAID OR OWING BY CONTRACTOR TO TXNICUSA IN CONNECTION WITH EVENTS GIVING RISE TO THE CLAIM.

8. Miscellaneous. This Agreement will be governed and construed under Texas law without regard to its conflict of laws provisions. Contractor may not assign, transfer or delegate any of the rights or obligations under this Agreement without the written consent of TXNICUSA; any attempted assignment without such consent shall be void; subject to the foregoing, this Agreement shall be binding upon each party's respective successors and assigns. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement is the entire agreement between TXNICUSA and Contractor with respect to the subject matter in it and replaces and repeals all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by means of a duly executed written amendment that expressly modifies this Agreement and is signed by an authorized representative of each party. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission, or five (5) days after deposit (all postage pre-paid) with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to TXNICUSA:

Texas NICUSA, LLC
100 Congress Ave., Suite 600
Austin, TX 78701
Attention: TXSmartBuy_Contracts
Email: TxSmartBuy_contracts@nicusa.com

With a copy to:

Texas NICUSA, LLC
25501 West Valley Parkway, Suite 300
Olathe, KS 66061
Attention: Office of General Counsel

Do not send routine copies of signed contract renewals and amendments to the Office of the General Counsel unless you've been instructed to do so.

If to Contractor related to Contracts:

Name: Jeff Johnson

Address: 15580 Hwy 114

Justin, TX 76247

Phone: 512.750.6115

Email: jjohnson@nationalbussales.com

If to Contractor related to Invoicing:

Name: National Bus Sales

Address: PO Box 6459

Marietta, GA 30065

Attn: Heather Kennedy

Phone: 800.282.7981

Email: hkennedy@nationalbussales.com

9 Effective Date. The effective date of this Agreement is the date when CPA has fully executed the Statewide Contract and has authorized Contractor to include the Administrative Fee in the Contractor's prices. Without limiting the generality of the foregoing, Contractor shall remit to TXNICUSA any Administrative Fee authorized to be assessed for all orders placed under the Statewide Contract. For the avoidance of doubt, any price changes after the effective date of this Agreement (as described above) do not modify or impact the validity of this Agreement.

10. Termination. The TXSmartBuy Technology & Administrative Fee Agreement will terminate when all the Statewide Contract(s) between Contractor and the CPA have been cancelled, terminated, or not renewed. In witness to their consent to this Agreement, the parties have caused this TXSmartBuy Technology and Administrative Fee Agreement to be executed by their duly authorized representatives.

Contractor: National Bus Sales

Texas NICUSA, LLC

Signature: 

Name: Jennifer Cobb

Brian Stevenson

Title: Sales Coordinator

Director, TexasOnline Core Services

Date: 06/10/2013



P.O. Box 6549
Marietta, GA 30065-0549
800 Pickens Drive Ext.
Marietta, GA 30062
(770) 422-8920
Fax (770) 422-9007
TOL FREE 1-800-282-7981

June 5, 2013

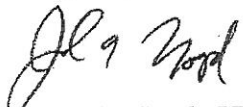
Strategic Sourcing Division
Texas Comptroller of Public Accounts
1711 San Jacinto Blvd
Austin, TX 78701

To Whom It May Concern,

Please consider this letter as confirmation that National Bus Sales & Leasing, Inc. is financially solvent and is capable of fulfilling all of its requirements of RFP No. 071-072-A1.

Feel free to contact me if any questions or if I can be of any assistance.

Regards,


John A. Noyd, CFO



HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – No
 - Section 4 – Affirmation
 - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 – Self Performing Justification
 - Section 4 – Affirmation

* **Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: National Bus Sales State of Texas VID #: 58-1216021
 Point of Contact: Jeff Johnson Phone #: 512.750.6115
 E-mail Address: jjohnson@nationalbussales.com Fax #: 817.636.2947
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: RFP No 071-072 A1 Bid Open Date: 06/14/2013

(mm/dd/yyyy)

Enter your company's name here: National Bus Sales

Requisition #: 071-072-A1

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

National Bus Sales is a Dealer for the manufacturers that we will be bidding on RFP No 071-072 A1. National Bus Sales will place the orders with each manufacturer; once the bus is manufactured, it will be delivered to NBS Justin, TX where our (National Bus Sales) employees will prepare it for the delivery to the end user location.

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Jennifer_Cobb
Printed Name

Sales Coordinator
Title

06/10/2013
Date
(mm/dd/yyyy)

REMINDER: ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
➤ If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 02/12

N/A

Enter your company's name here: National Bus Sales Requisition # 071-072-A1

IMPORTANT: If you responded "**No**" to SECTION 2, Items **c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item **b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item **b**, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, to continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont. N/A

Enter your company's name here: National Bus Sales Requisition #: 071-072-A1

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; font-size: small;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



**Strategic Sourcing A Division of the
Texas Comptroller of Public Accounts**

THIS ADDENDUM SHALL BE ATTACHED TO AND FORM A PART OF THE REFERENCED RFP AND ANY RESULTING AWARDED CONTRACT

RFP NO:	071-072-A1	ADDENDUM NO.:	1
DATE OF ADDENDUM:	6/4/2013		
PURCHASER:	Charlene Rendon	E-MAIL:	charlene.rendon@cpa.state.tx.us

PURPOSE OF ADDENDUM:

1. Due to availability of vehicle information, the Texas Fleet Specification 071-072-AT will be updated periodically. The latest version of the specifications will be available at: <http://www.window.state.tx.us/procurement/pub/specifications-library/texas-specs-071-072-at-2014.pdf>
2. The list of pre-qualified vendors will be available via Public Information Request after June 20, 2013.
3. All references to RFP No. 071-072-A1 & A2 have been removed from the RFP.
4. Section A.1.4 "Product Acceptance" of Part A: Special Instructions has been updated to reflect the following changes:

With the exception of cab and chassis units delivered without bodies, the Contractor shall properly inspect each vehicle and ensure that it meets the Texas Department of Public Safety (DPS) and Department of Motor Vehicles (DMV) requirements. A Texas inspection sticker shall be attached prior to the delivery of the vehicle to the Customer. A two (2) year inspection sticker is required for automobiles and trucks weighing with a carrying capacity less than one (1) ton and a one (1) year inspection sticker is required for trucks with a carrying capacity over one ton., excluding cab and chassis units delivered without bodies.

IN THE SUBMISSION OF RFP, RESPONDENT MUST COMPLETE, SIGN AND RETURN THIS ADDENDUM WITH RFP RESPONSE; OTHERWISE THE RFP WILL NOT BE GIVEN CONSIDERATION.

(Reference original RFP for address(es) for submittal)

Jennifer Cobb
RESPONDENT OR NAME


REPRESENTATIVE SIGNATURE