

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TEXAS BUS SALES, INC.
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Texas Bus Sales, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1605 West 34th Street, Houston, Texas 77018.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a Buses – Shuttle, Transit, Trams & Other Specialty Buses Contract to become effective as of January 1, 2014, and to continue through December 31, 2016 (the “Contract”), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Buses – Shuttle, Transit, Trams & Other Specialty Buses offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Buses – Shuttle, Transit, Trams & Other Specialty Buses through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **BT01-14**, including any relevant suffixes
4. **CONTRACTOR**'s Response to Proposal No: **BT01-14**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

IF CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston

Area Council, Houston, Texas:

Jack Steele, Executive Director

Attest for Houston-Galveston

Area Council, Houston, Texas:

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for Texas Bus Sales, Inc.

Houston, Texas:

Dianne Ledet

Printed Name & Title: Dianne Ledet - Corporate Secretary

Date: December 20, 2013

Attest for Texas Bus Sales, Inc.

Houston, Texas:

Darryl Rickaway

Printed Name & Title: Darryl Rickaway - President

Date: December 20, 2013

Attachment "A"
Texas Bus Sales, Inc.
 Buses - Shuttles, Transits, Trams & Other Specialty Buses
 Contract No. BT01-14

Offeror Status: Dealer/Distributor
Response Type: Single Offeror Acting Alone or as Lead
Contract: Texas Dealer

| Base Product Code | Manufacturer | Description | Bid Price (\$\$\$) | Buy Am. Yes or No |
|-------------------|--------------|---|--------------------|-------------------|
| BBAA | Supreme Bus | Candidate II - 8 Passengers w/2-Wheelchair spaces | \$43,212 | Yes |
| BBAB | Supreme Bus | Candidate II - 13 Passengers | \$38,511 | Yes |
| BBAC | Supreme Bus | Senator II- 12 Passengers and 2-Wheelchair spaces | \$46,935 | Yes |
| BBAD | Supreme Bus | Senator II- 16 Passengers and 2-Wheelchair spaces | \$52,201 | Yes |
| BBAE | Supreme Bus | Senator II- 14 Passengers | \$40,647 | Yes |
| BBAF | Supreme Bus | Senator II- 25 Passengers | \$47,603 | Yes |
| BBBA | Supreme Bus | Senator II Specialty Series - Prisoner Transportation | \$80,973 | Yes |
| BBBB | Supreme Bus | Senator II Specialty Series - Mobile Command Center | \$139,665 | Yes |
| BBCA | Supreme Bus | Senator II Specialty Series - Mobil Office | \$141,414 | Yes |
| BBCB | Supreme Bus | Senator HD F550- 24 Passengers and 2-Wheelchair spaces | \$70,463 | Yes |
| BBCC | Supreme Bus | Senator HD F550- 33 Passengers | \$66,048 | Yes |
| BBCD | Supreme Bus | PS2-Freightliner- 32 Passengers and 2-Wheelchair spaces | \$113,532 | Yes |
| BBCE | Supreme Bus | PS2-Freightliner- 41 Passenger | \$107,747 | Yes |
| BBDA | Supreme Bus | President FE Series - 26' -21 Passengers w/2-Wheelchair spaces | \$105,363 | Yes |
| BBGA | Supreme Bus | President FE Series - 28' -25 Passengers w/2-Wheelchair spaces | \$108,426 | Yes |
| BBGB | Supreme Bus | President FE Series - 30' -29 Passengers w/2-Wheelchair spaces | \$111,484 | Yes |
| BBGC | Supreme Bus | President FE Series - 32' -33 Passengers w/2-Wheelchair spaces | \$114,547 | Yes |
| BBJA | Supreme Bus | President RE Series - 29' - "High Floor" 25 Passengers w/2-Wheelchair | \$120,716 | Yes |
| BBJB | Supreme Bus | President RE Series - 32' - "High Floor" 32 Passengers w/2-Wheelchair | \$125,426 | Yes |
| BBLA | Supreme Bus | President RE Series - 29' - "High Floor" 25 Passengers w/2-Wheelchair | \$120,716 | Yes |
| BBLB | Supreme Bus | President RE Series - 32' - "High Floor" 32 Passengers w/2-Wheelchair | \$125,426 | Yes |
| BBMA | Supreme Bus | Senator E - Lo Series - "Low Floor" 17 Passenger w/2-Wheelchair | \$95,875 | Yes |
| EEBA | Turtle Top | Van Terra - 10 Passengers w/1-Wheelchair space | \$51,700 | Yes |
| EEBB | Turtle Top | Terra Transport - 10 Passengers w/1-Wheelchair space | \$58,900 | Yes |
| EECA | Turtle Top | Odyssey - 15 Passengers w/1-Wheelchair space | \$63,758 | Yes |
| EECB | Turtle Top | Odyssey - Prisoner Transportation | \$97,796 | Yes |
| EECC | Turtle Top | Odyssey - Mobil Command Station | \$156,488 | Yes |
| EECD | Turtle Top | Odyssey - Mobil Office | \$158,237 | Yes |
| EEDB | Turtle Top | Odyssey XL FD - 20 Passengers w/2-Wheelchair space | \$80,133 | Yes |
| EEDC | Turtle Top | Odyssey XL FM2 - 24- Passengers w/2-Wheelchair space | \$123,777 | Yes |
| EEDD | Turtle Top | Odyssey XLT FM2 - 26 Passengers w/2-Wheelchair space | \$147,196 | Yes |
| EEDF | Turtle Top | Odyssey XL - Prisoner Transportation | \$124,094 | Yes |
| EEDG | Turtle Top | Odyssey XL - Mobil Command Station | \$163,028 | Yes |
| EEDG | Turtle Top | Odyssey XL - Mobil Office | \$165,175 | Yes |

Attachment "A"
Texas Bus Sales, Inc.
 Buses - Shuttles, Transits, Trams & Other Specialty Buses
 Contract No. BT01-14

Offeror Status: Dealer/Distributor
Response Type: Multiple Offerors Acting Jointly
Contract: Texas Dealer

| Base Product Code | Manufacturer | Description | Bid Price (\$\$\$) | Buy Am. Yes or No |
|-------------------|-----------------------|---|--------------------|-------------------|
| LBA | ElDorado National - K | Aerolite 190 - 7 Passengers w/1-Wheelchair space | \$40,990 | Yes |
| LBB | ElDorado National - K | Aerolite 200 - 8 Passengers w/1-Wheelchair space | \$41,440 | Yes |
| LBC | ElDorado National - K | Aerolite 210 - 10 Passengers w/1-Wheelchair space | \$42,595 | Yes |
| LCA | ElDorado National - K | Advantage 200 - 8 Passengers w/ 2-Wheelchair spaces | \$40,820 | Yes |
| LCB | ElDorado National - K | Advantage 220 - 12 Passengers w/2-Wheelchair spaces | \$42,680 | Yes |
| LCC | ElDorado National - K | Advantage 240 - 16 Passengers w/2-Wheelchair spaces | \$46,510 | Yes |
| LCD | ElDorado National - K | Advantage 270 - 18 Passengers w/2-Wheelchair spaces | \$50,695 | Yes |
| LCE | ElDorado National - K | Aerotech 200 - 10 Passengers w/2-Wheelchair spaces | \$43,955 | Yes |
| LCF | ElDorado National - K | Aerotech 220 - 12 Passengers w/2-Wheelchair spaces | \$45,530 | Yes |
| LCG | ElDorado National - K | Aerotech 240 - 16 Passengers w/2-Wheelchair spaces | \$46,625 | Yes |
| LCH | ElDorado National - K | Krystal K24 - 12 Passengers w/ 2-Wheelchair spaces | \$83,180 | No |
| LDA | ElDorado National - K | Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces | \$64,455 | Yes |
| LDB | ElDorado National - K | Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces | \$66,795 | Yes |
| LDC | ElDorado National - K | Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces | \$68,435 | Yes |
| LDD | ElDorado National - K | Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces | \$98,271 | Yes |
| LDE | ElDorado National - K | Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces | \$100,407 | Yes |
| LDF | ElDorado National - K | Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces | \$101,547 | Yes |
| LDG | ElDorado National - K | Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces | \$103,187 | Yes |
| LDI | ElDorado National - K | Aero Elite UC 270 - 18 Passengers w/2-Wheelchair spaces | \$76,039 | Yes |
| LDJ | ElDorado National - K | Aero EliteUC-290 - 20 Passengers w/2-Wheelchair spaces | \$79,680 | Yes |
| LDK | ElDorado National - K | Aero Elite UC 320 - 24 Passenger w/2-Wheelchair spaces | \$79,157 | Yes |
| LDO | ElDorado National - K | Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces | \$147,205 | No |
| LDP | ElDorado National - K | Krystal K33 F550 - 22 Passengers w/2-Wheelchair spaces | \$106,520 | No |
| LEA | ElDorado National - K | Amerivan PT - 3 Passengers w/1-Wheelchair space | \$38,673 | Yes |
| LEB | ElDorado National - K | Mission - 1 Passenger w/2-Wheelchair spaces | \$36,448 | Yes |
| LFA | ElDorado National - K | Aero Access 240 - 14 Passengers w/2-Wheelchair spaces | \$83,955 | Yes |
| LHA | ElDorado National - K | Krystal K30 F550 - 17 Passengers w/2-Wheelchair spaces | \$100,055 | No |
| LHB | ElDorado National - K | Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces | \$146,505 | No |

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:

The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Texas Bus Sales, Inc. **CONTRACT #:** BT01-14 Buses – Shuttle, Transit, Trams & Other Specialty Buses

Section I

Purchase Order Address:

Contact Name: Dianne Ledet
Title: Corporate Secretary
Address: P O Box 10213
Houston TX 77206-0213
City State Zip Code
Telephone No. (713) 681-3600
Email Address: Dianne.Ledet@TexasBusSales.com
Fax No. (713) 681-6153

Invoice Address:

Contact Name: Dianne Ledet
Title: Corporate Secretary
Address: P O Box 10213
Houston TX 77206-0213
City State Zip Code
Telephone No. (713) 681-3600
Email Address: Dianne.Ledet@TexasBusSales.com
Fax No. (713) 681-6153

Section II

CONTRACT INFORMATION:

Indicate the person(s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

| | |
|--|--|
| 1. Printed Name of Signatory: <u>Dianne Ledet</u> | 2. Printed Name of Signatory: <u>Darryl Rickaway</u> |
| Corporate Title: <u>Corporate Secretary</u> | Corporate Title: <u>President</u> |
| Tel. No. <u>(713) 681-3600</u> | Tel. No. <u>(713) 681-3600</u> |
| Fax No. <u>(713) 681-6153</u> | Fax No. <u>(713) 681-6153</u> |
| Email Address: <u>Dianne.Ledet@TexasBusSales.com</u> | Email Address: <u>Darryl.R@TexasBusSales.com</u> |

Section III

SALES CONTACT INFORMATION

Person who End Users will contact for product information and pricing quotes.

Contact Name: Dianne Ledet Title: Corporate Secretary
Address: P O Box 10213 Houston TX 77206-0213
Street City State Zip Code
Telephone No.: (713) 681-3600 Fax No.: (713) 681-6153
Mobile #: (713) 412-9445 Email Address: Dianne.Ledet@TexasBusSales.cc
(Optional)

Contract Return Information

Mailing Address

Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77027-7727-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)

Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027