

Kootenai County
Public Transportation

2400 W Riverstone Drive
Coeur d'Alene, ID 83814
Phone: 208-446-2255
Fax: 208-446-1039

PURCHASE ORDER

DATE	2/18/2026
PO #	202601-21

VENDOR

Model 1 Commercial Vehicles
11601 Cyrus Way
Mukilteo, WA. 98275

SHIP TO

Christopher Carlos
Kootenai County Public Transportation
2400 W Riverstone Drive
Coeur d'Alene, ID 83814
Phone: 208-446-1634

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
Christopher	N/A	N/A	N/A

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	ARBOC SOF GM 4500 11+3WC	4	189,703.00	758,812.00
	Contract # CTR054848			-
				-
<p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">Signature above acknowledges receipt, acceptance, and compliance with attached federal clauses.</p>				

Comments or Special Instructions

Salesman Contact Information:
Paul Watson
Cell (509) 496-8147
Office (425) 609-1500 X672
pwatson@model1.com

SUBTOTAL	758,812.00
TAX	-
SHIPPING	-
OTHER	-
TOTAL	\$ 758,812.00

If you have any questions about this purchase order, please contact
Christopher Carlos - ccarlos@kcgov.us - 208-446-1634



ADOA

**Solicitation #: BPM003324 / Contract #: CTR054848
FY 2025**

Preparer: Paul Watson

Contract Base Model (Not your selection)

Arboc SOF 24" 165" WB GM 4500 14,200 GVWR

Base Model Price: \$ 138,210.00

Base Model Options: \$ 7,881.00

Options: \$ 22,979.00

Model 1 Published Options: \$ -

Model 1 Unpublished Options: \$ 20,383.00

County Delivery Cost: N/A \$ 250.00



Your Selected Configuration

Arboc SOF 26' 191"WB GM 4500 11+3WC

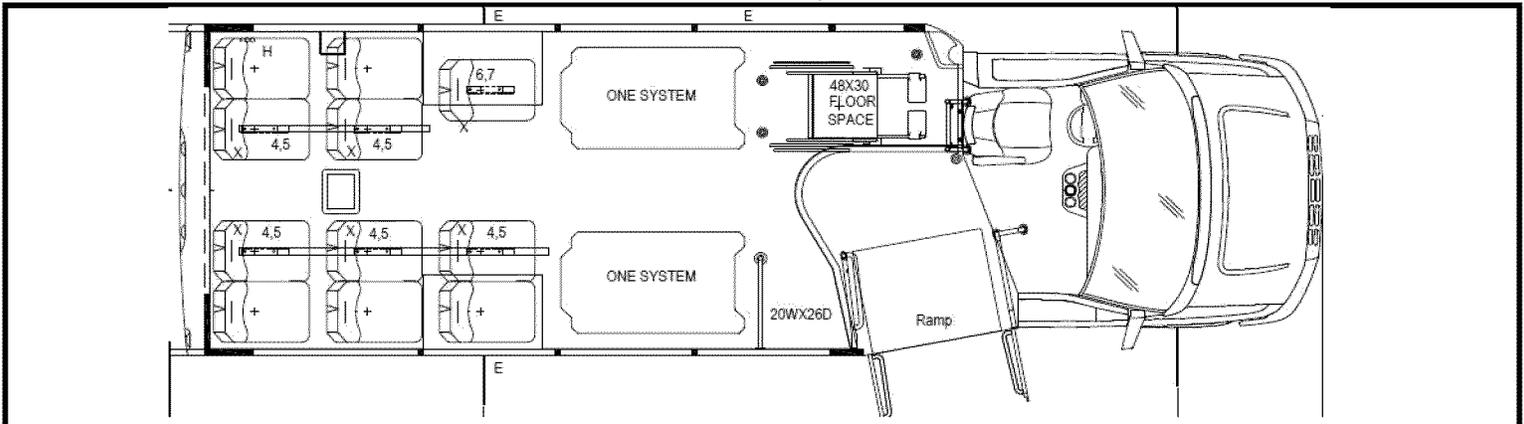
QTY Vehicles: 1 Total Contract Price: \$ 189,703.00

Per Vehicle Price: \$ 189,703.00

Customer Info

Customer:	Kootenai County City Link
Address:	Coeur d'Alene, ID
Contact:	Christopher Carlos
Office Phone:	(208) 446-1634
Mobile Phone:	
E-Mail:	ccarlos@kccgov.us

Selected Floorplan



Base Model - 01	Qty
24 - 165" WB GAS - GM 14,200 GVWR	1
Chassis - 02	Qty
Black Steel Bumper	1
Driver Side Running Board - 12" w/o wing	1
Front Mud Flaps	1
Tow Hooks Rear	1
GerFlor Flooring Sirius Anthracite Gray (no coving on sides)	1
Dealer Transfer Chassis (includes Chassis PDI) NEED DEALERSHIP RELEASE CODE	1
Mirrors - 03	Qty
Remote/Htd Velvac door mounted	1
Windows - 04	Qty
Window behind Driver (GM ONLY)	1
Solid Framed Windows	1
Extra Std Egress window front Drvr Side (191", 208", 210" WB) **in addition to std egress windows	1
Exterior - 05	Qty
Rear Center Brake Light	1
Ext Light at entry door	1
Amber lens for Turn Signal	1
Interior Lights on w/door opening	1
Door/Hatch/Luggage - 06	Qty
Lower OH Access Door Only w/thumb latch (GM only)	1
Sensitive Door Edge - Main Entry	1
Electrical - 07	Qty
Alarm Backup	1
Driver Console Switch Panel	1
Auxiliary Battery, Compartment w/Tray & Door Key Lock	1
Stainless Steel Battery Tray	1
Rotary Disconnect Switch	1
Fast Idle	1
Egress Window Lights (match # of Egress Windows)	1
Ext Door Toggle Switch	1
Ramp Activation System (includes Ext Ramp Toggle Switch)	1
Audio - 08	Qty
Buss Bar w/(2) 6way Fuse Blocks (1) Ignition Hot, (1) Battery Hot	1
GM CHASSIS has OEM Radio (AM/FM stereo w/MP3 player,seek & scan, digital clock, TheftLock,	
Additional Aftermarket Speakers (each)	4
Interior Environment - 09	Qty
Air Conditioning - Rooftop Systems	
ACU - AC FOR BTU Split System Skirt Cool Only Rear mount Evaporator, Skirt Condenser, 110V Compressor	1
Heaters	
65K BTU Heater Low Profile FLOOR MOUNT	1
Interior - 10	Qty
LH Entry Stanchion w/Grab Handle	1
RH Entry Stanchion w/Grab Handle	1
Assist Handles on Entry Doors	1
FRP Ceiling	1
FRP Sidewalls	1
OEM DRIVER SEAT - (Std on GM Only)	1
Seating - Passenger -12	Qty

Base Model Features**ARBOC Low Floor Cutaway**

Freedman Seats - Featherweight	
Low Back Double Seat	1
Seating - Accessories - 13	Qty
Retractable Seat Belt (each)	2
Seating Trim Levels - 14	Qty
Seat Cover - Level 1	2
Safety - 15	Qty
Safety Kit, includes #10 fire extinguisher (3.5lb), 16 Unit First Aid Kit & triangle kit shipped loose	1
Standee Line w/ Sign White	1
ADA - 16	Qty
Q'Straint Q8100-A-SC3 (Slide & Click) 4 Deluxe Retractors (Q8-6200-SC) 1 - Retractable	1
ADA Decals (included in tiedown kit)	1
Wheelchair Decal (included in tiedown kit)	1
Entry Ramp w/IO Controls - Braun 34" x 62 (GM Only)	1

BASE MODEL OPTIONS

ARBOC Low Floor Cutaway

Qty	Part #	Description	FY 2025 List Price	QTY Total
1	BM-1	SOF 27' 191" WB GM 4500 14,200	\$ 7,881.00	\$ 7,881.00
			Subtotal Base Model Options:	\$ 7,881.00

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Solicitation #: BPM003324 / Contract #: CTR054848

OPTIONS

ARBOC Low Floor Cutaway

Qty	Part #	Description	FY 2025 List	QTY Total
Spirit Model Line				
1	SLF-4	Romeo Rim Bumper	\$1,536.00	\$ 1,536.00
1	SLF-7	Driver Side Running Board - 12" w/o wing	\$0.00	\$ -
1	SLF-8	Front Mud Flaps	\$0.00	\$ -
1	SLF-16	MOR-RYDE RS Suspension GM (only)	\$1,239	\$ 1,239
1	SLF-23	6" Coving on sides Storm Grey Altro	\$707.00	\$ 707.00
1	SLF-40	Remote/Htd Mirror door mounted	\$0.00	\$ -
1	SLF-44	Window behind Driver (GM ONLY)	\$0.00	\$ -
1	SLF-45	Solid Framed Windows	\$0.00	\$ -
1	SLF-46	Rear Window 24 x 60 Egress	\$0.00	\$ -
1	SLF-55	Rear Center Brake Light	\$0.00	\$ -
1	SLF-56	Ext Light at entry door	\$0.00	\$ -
1	SLF-58	Amber lens for Turn Signal	\$0.00	\$ -
1	SLF-64	Rear 4" LED Lights Flashing (Amber) on with door open plus manual switch (upper rear cap)	\$250.00	\$ 250.00
1	SLF-65	Interior Lights on w/door opening	\$0.00	\$ -
1	SLF-70	Roof Hatch - Safe Fleet Advantage (H 1976)	\$450.00	\$ 450.00
1	SLF-83	Upper OH Driver Storage Compartment Box w/key lock door	\$379.00	\$ 379.00
1	SLF-91	Sensitive Door Edge - Main Entry	\$0.00	\$ -
1	SLF-100	Fast Idle	\$0.00	\$ -
2	SLF-101	Additional Interior LED Light (specify location)	\$96.00	\$ 192.00
1	SLF-103	Egress Window/Rear Door Lights (match # of Egress Windows & Rear Door)	\$0.00	\$ -
1	SLF-108	Back Up Camera w/windshield monitor mount	\$643.00	\$ 643.00
1	SLF-110	Ext Entrance Door Key (replaces door toggle)	\$96.00	\$ 96.00
1	SLF-111	Ramp Activation System (includes Ext Ramp Toggle Switch)	\$0.00	\$ -
1	SLF-114	Ground Screen in Front Cap	\$0.00	\$ -
1	SLF-119	GM CHASSIS has OEM Radio (AM/FM stereo w/MP3 player, seek & scan, digital clock, TheftLock, random select, auxiliary jack & front OEM door speakers) GM ONLY	\$0	\$ -
1	SLF-125	Buss Bar w/(2) 6way Fuse Blocks (1) Ignition Hot, (1) Battery Hot	\$0.00	\$ -
1	SLF-134	In-Line circulating pump	\$495.00	\$ 495.00
1	SLF-138	Insulate Heater lines	\$354.00	\$ 354.00
1	SLF-139	Heater Shut Off Valve-Brass w/label	\$122.00	\$ 122.00
1	SLF-140	Silicone Heater Hose (secured with constant torque clamps)	\$836.00	\$ 836.00
1	SLF-147	LH Entry Stanchion w/Grab Handle Stainless	\$0.00	\$ -
1	SLF-151	RH Entry Stanchion w/Grab Handle Stainless	\$0.00	\$ -
1	SLF-159	Ceiling Grab Rail (2) Stainless	\$804.00	\$ 804.00
1	SLF-164	Assist Handles on Entry Doors Stainless	\$0.00	\$ -

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OPTIONS

ARBOC Low Floor Cutaway

1	SLF-176	FRP Ceiling	\$0.00	\$ -
1	SLF-185	USSC G2E Evolution Driver Seat w/upgrade skirt (GM Only)	\$2,898	\$ 2,898
1	SLF-186	Power Seat Base (N/A on OEM DRVR SEAT)	\$945.00	\$ 945.00
1	SLF-192	OEM Driver Seat Recover- Level 4	\$426	\$ 426
5	SLF-207	Mid High Double Seat	\$720.00	\$ 3,600.00
1	SLF-208	Mid High Single Seat	\$450.00	\$ 450.00
1	SLF-211	Deduct Low Back Double Seat	-\$540.00	\$ (540.00)
7	SLF-239	Grab Handle at top of seat back-black padded Mid/Low Back Seats	\$64.00	\$ 448.00
6	SLF-244	US Armrest	\$58.00	\$ 348.00
1	SLF-250	USR Single Under Seat Belt	\$154.00	\$ 154.00
4	SLF-251	USR Double Under Seat Belt	\$289.00	\$ 1,156.00
4	SLF-252	Seat Belt Extenders - 12" (USR Seats Only)	\$58.00	\$ 232.00
11	SLF-257	Seat Cover - Level 3 per seat	\$58.00	\$ 638.00
1	SLF-271	Body Fluid Clean Up Kit	\$64.00	\$ 64.00
1	SLF-272	Standee Line w/ Sign White	\$0.00	\$ -
1	SLF-295	Q Straint InQline Assist Integrated Winch & Retractor System	\$3,928	\$ 3,928
1	SLF-296	ADA Decals (included in tiedown kit)	\$0.00	\$ -
1	SLF-297	Wheelchair Decal (included in tiedown kit)	\$0.00	\$ -
1	SLF-298	Belt Cutter (1) included for any qty of tiedown kits	\$0.00	\$ -
1	SLF-308	As Built Wiring Diagram	\$129.00	\$ 129.00
			Subtotal Manufacturer Options:	\$ 22,979.00

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M1 UNPUBLISHED OPTIONS

ARBOC Low Floor Cutaway

Qty	Part #	Description	FY 2025 List Price	QTY Total
1		Valve Stem extenders Pair for inside dual rear wheels	\$ 95.00	\$ 95.00
2		Q'Straint One securement System	\$ 7,100.00	\$ 14,200.00
1		Driver stanchion Curved w/ Modesty Panel & Plexiglass upper	\$ 510.00	\$ 510.00
1		Safety Vision 4-camera 512GB 4000-HVR system	\$ 4,450.00	\$ 4,450.00
1		Dash Metal Switch Panel	\$ 230.00	\$ 230.00
2		Q'Straint Walker holder kit	\$ 400.00	\$ 800.00
1		Q'Straint Q81007 ILO Q8100 to get retractable shoulder & belt reel	\$ 98.00	\$ 98.00
Subtotal M1 Unpublished Options:			\$	20,383.00

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Contractor shall comply with the following federal regulations:

No Federal Government Obligation to Third Parties: The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud/False or Fraudulent Statements and Related Acts: The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n) (1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports. The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to CONTRACTOR'S records and construction sites pertaining to a major capital project, as defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 531.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i) (11).

FTA requires the inclusion of these requirements to extend to all third-party contractors and their contracts at every tier.

Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity: Kootenai County is an Equal Opportunity Employer. As such, Kootenai County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Kootenai County agrees to comply with the requirements of 49 U.S.C. § 532(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et. Seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §200e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act,"

29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., US Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. FTA requires the inclusion of these requirements to extend to all third-party contractors and their contracts at every tier.

Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Kootenai County requests which would cause Kootenai County to be in violation of the FTA terms and conditions.

Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issues in compliance with the Energy Policy and Conservation Act.

Termination:

Termination for Convenience. Kootenai County may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in Kootenai County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Kootenai County to be paid. If the Contractor has any property in its possession belonging to Kootenai County, the Contractor will account for the same, and dispose of it as directed by Kootenai County. Kootenai County, by written notice, may also terminate this contract, in whole or in part, when it is in the Federal Government's interest. If the contract is terminated, Kootenai County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default, Breach or Cause. If the Contractor fails to perform the services within the time specified in this contract or any extension thereof, or if the Contractor fails to comply with any other provision of this contract, Kootenai County may terminate the contract for default. Termination shall be effected by serving a Notice of Termination to the Contractor setting forth the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the Contractor has possession of Kootenai County goods, the Contractor shall, upon direction of Kootenai County, protect and preserve the goods until surrendered to Kootenai County or its agent. The Contractor and Kootenai

County shall agree on payment for the preservation and protection of goods. If it is later determined by Kootenai County that the Contractor had an excusable reason for not performing, such as events which were not the fault of or were beyond the control of the Contractor, Kootenai County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Debarment and Suspension: This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing the agreement the contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kootenai County. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to Kootenai County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor agrees to comply with the requirements of 49 CFR 29, Subpart C, while this contract is valid. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Buy America: The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution: Disputes arising in the performance of this contract which are not resolved by agreement of the Kootenai County Transit Office shall be decided by the Kootenai County Board of County Commissioners. The decision of the Kootenai County Transit Office regarding the dispute shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the contractor submits a written appeal to the Board of County Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Board of County Commissioners shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Unless otherwise directed by Kootenai County, the Contractor shall continue performance under the contract while matters in dispute are being resolved.

Unless the contract provides otherwise, applicable federal and/or Idaho State law shall govern all claims, counterclaims, disputes and other matters in question between Kootenai County and the contractor arising out of or relating to the contract or its breach. Jurisdiction and venue for such matters shall be in the United States District Court for the First District of Idaho or the First Judicial District, Kootenai County, Idaho. If the parties mutually agree, such matters may be resolved via arbitration, mediation, or other dispute resolution process.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kootenai County or the contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

The dispute is considered waived if not resolved by a mutually agreed to alternative dispute resolution process or to filing of a claim in any court with jurisdiction in Idaho within thirty (30) days of the initial written notice of dispute.

Communication in connection with the Contract shall be in writing and shall be delivered personally; or electronic mail (e-mail), or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the purchasing agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received 24 business hours after sending email or fax, 5 days after sending regular mail, or upon delivery of certified or registered mail to the designated officer(s), employee(s), or representative(s) of the parties herein.

Lobbying

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d). Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract,

grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Lobby Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Clean Air: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Cargo Preference: Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America: Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Contract Work Hours and Safety Standards Act: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Disadvantaged Business Enterprise (DBE): Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must submit a certification that it has complied with FTA's DBE requirements. By completing the form DBE Approval Certification, Proposers certify that it will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal and that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

Transit Vehicle Manufacturer Compliance.

49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

ADA Access: Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Bus Testing: The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in

configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Certificate Prohibiting Contracts with China

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS: