

Issue Date: March 17, 2011

VIA Contract # 11-161

REQUIREMENTS



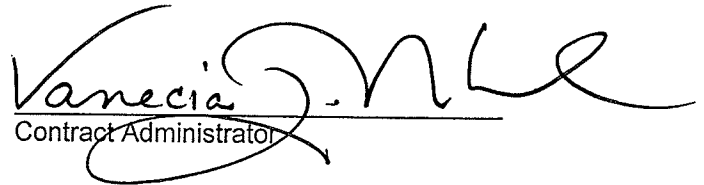
INVITATION FOR BID FOR FIRE & EXTENDED INSURANCE COVERAGE FOR BUILDINGS & CONTENTS, BUSES & VANS

INVITATION FOR BID

Sealed bids will be received by the Contract Administrator, VIA Metropolitan Transit until 2:00 PM, April 15, 2011 to supply VIA with **Fire & Extended Insurance Coverage for Building & Contents, Buses & Vans** for the period **July 1, 2011 through June 30, 2012.**

A Pre-bid Conference will be held at **10:00 A.M. on March 24, 2011** in the Procurement Bid Room, 1720 N. Flores Street, San Antonio, Texas. All prospective bidders are encouraged to attend.

Bids received after the time and date specified in the bidding documents will not be considered.


Contract Administrator

**INVITATION, BID, AND AWARD**

DATE ISSUED:

March 17, 2011CONTRACT NO. 11-161 PURCHASE ORDER NO. _____BID FOR: Fire & Extended Insurance Coverage for Building & Contents,
Buses & VansBID OPENING TIME AND DATE: 2:00 PM, April 15, 2011**INVITATION FOR BID**

Sealed bids, subject to the Terms and Conditions of the Invitation for Bids and the accompanying Schedule, such other contract provisions, specification, drawings or other data as are attached or incorporated by reference in the schedule, will be received at the office of the Manager, Procurement Department, VIA Metropolitan Transit, 1720 N. Flores Street, San Antonio, Texas 78212, until the date and time indicated above, and at that time publicly opened to furnish the supplies or services described in the accompanying Schedule, for delivery F.O.B. VIA Metropolitan Transit. General information and instructions to bidders are contained in the Terms and Conditions attached hereto.

BID

ITEM NO	QUANTITY	UNIT	SCHEDULE OF SUPPLIES AND SERVICES	UNIT PRICE	TOTAL AMOUNT
			Contract Term: <u>July 1, 2011 through June 30, 2012</u>		
A	1	Yr.	Fire & Extended Coverage for Buildings – Replacement Cost (See Scope of Services)	\$ _____	\$ _____
B	1	Yr.	Fire and Extended Coverage for Contents – Replacement Cost (See Scope of Services)	\$ _____	\$ _____
C	1	Yr.	Fire & Extended Coverage for Buses and Vans – Replacement Cost (See Scope of Services)	Net Rate \$ _____	\$ _____
D			\$250,000 Deductible (Option)	Net Rate \$ _____	\$ _____
E			\$100,000 Deductible (Option)	\$ _____	\$ _____
F			Terrorism Coverage (Option)	\$ _____	\$ _____
NOTES TO BIDDERS 1. Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract. See Section 3.42 of the General Terms and Conditions for Equipment, Material and Supplies. 2. DBE Utilization Goal. For the purpose of this contract, the goal for utilization of Disadvantaged Business Enterprises shall be as follows: <u>0%</u> Percent of the Contract Dollar Amount. Information regarding VIA's DBE program is available from the DBE office by calling 210-362-2077.					
NAME OF BIDDER OR CONTRACTOR			SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	DATE OF BID	
			SIGNED		

ITEM NO	QUANTITY	UNIT	SCHEDULE OF SUPPLIES AND SERVICES	UNIT PRICE	TOTAL AMOUNT
			3. Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive: a) Schedule of Supplies and Services b) Statement of Eligibility c) Acknowledgment of Addenda (if applicable) d) Affidavit of Non-Collusion e) List of Similar Contracts f) Certification Restrictions on Lobbying g) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion h) Schedule of Participation i) Business Questionnaire j) Conflict of Interest Questionnaire 4. VIA will choose only one of the options listed above (Option D, E or F). VIA will choose the option that is considered most advantageous to VIA in terms of cost and practicability. VIA will award a contract to the lowest responsive and responsible bidder for the option that is chosen. VIA will include the option in the adjudication of offers prior to making contract award. For more information regarding bidders requests, please see Part 3.19, Bidders Requests and Appeals. 5. A Pre-bid Conference shall be held at 10:00 a.m. March 24, 2011 in the Procurement Conference Room located at 1720 N. Flores Street. All prospective bidders are encouraged to attend. 6. The bid shall contain a copy of the proposed policy and all applicable endorsements. 7. The bid shall explain how the proposed premium will be adjusted for properties that are added or deleted during the policy period. 8. The bid shall state whether Terrorism coverage is included and describe the type of coverage, applicable limits and deductibles. 9. The bid shall include any dividend, discount or deviation that may apply and shall state the net annual premium. 10. The bid shall include the insurance company's name and AM Best rating. A copy of the appropriate rating information shall be included with the bid. Any insurance company with a current Best's rating of A- (VII) or better will be considered.		

Discount Terms _____ % _____ days Net 30 (see Article 3.35 Payment and Article 3.42 Discounts)

Delivery _____ calendar days after receipt of order.

ALL BIDS WILL BE ACCEPTED ON A LOW ITEM BASIS UNLESS BIDDER OTHERWISE INDICATES BY CHECKING THE FOLLOWING:

☒ BIDDING ON AN "ALL OR NONE" BASIS.

NAME AND ADDRESS OF BIDDER		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID		DATE OF BID
E-MAIL ADDRESS		TYPE OR PRINT SIGNER'S NAME AND PHONE NUMBER		
AWARD				
ACCEPTED AS TO ITEMS NUMBERED:		DATE OF AWARD		AMOUNT \$
SUBMIT INVOICES IN DUPLICATE TO:		VIA METROPOLITAN TRANSIT		
VIA METROPOLITAN TRANSIT 1720 N. Flores St. San Antonio, TX 78212		BY _____ CONTRACTING OFFICER		

STATEMENT OF ELIGIBILITY

I hereby certify that _____
(Name of Bidder)

is/is not (underscore one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City

State

Zip Code

Signature of Authorized Person

Name

Type of Entity

Position and/or Title

Date

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Name of Bidder

Street Address

City State Zip Code

Signature of Authorized Official

Name

Type of Entity

Position and/or Title

Date

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a member of the bidding partnership (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Invitation for Bids, designed to limit independent bidding or competition.
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Company Name

Signature of Authorized Official

Street Address

Printed Name of Authorized Official

City State Zip Code

Position and/or Title

Type of Entity

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires

LIST OF SIMILAR CONTRACTS/REFERENCES

1. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
e-mail Address:

2. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
e-mail Address:

3. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
e-mail Address:

4. Project:
Contact Person:
Company Name:
Telephone Number:
Fax Number:
e-mail Address:

Signature of Authorized Person

Name

Type of Entity

Title and/or Position

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned 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.

This certification is a material representation of the fact upon which reliance is 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 Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20 _____.

Company Name: _____

By: _____
(signature of company official)

(title of company official)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VIA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VIA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*," "*debarred*," "*suspended*," "*ineligible*," "*lower tier covered participant*," "*persons*," "*lower tier covered transaction*," "*principal*," "*proposal*," and "*voluntarily excluded*," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact VIA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VIA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VIA may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its "principals," [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature _____
Typed or Printed Name _____
Title _____
Company _____
Date _____

SCHEDULE OF PARTICIPATION

By the date of the bid opening, DBE firms listed on this Schedule must be certified with VIA in accordance with provisions of Part 4 of this document.

Name of Contractor and Subcontractors	Address	Type of Work to be Performed	Percentage of Compensation (do not show \$ amount)	DBE Goal Attainment Yes or NO

The undersigned may enter into a formal agreement with subcontractors for work listed in this schedule. This Schedule of Participation may be modified at any time prior to the expiration of five working days after bid opening. After that time, the undersigned will enter into a formal agreement with subcontractors for work listed in this schedule conditioned upon execution of a contract with VIA Metropolitan Transit.

(Signature of Bidder/Offeror)

BUSINESS QUESTIONNAIRE

This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.

1. Name of Proposed Contractor ("Business", herein): _____

Doing Business As: _____
(other business name, if applicable)

2. Business Mailing Address: _____
Street Address

City _____ State _____ Zip Code _____

3. Business Telephone Number: () _____ Fax Number: () _____

4. Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: _____

6. Annual Gross Revenue: (M represents Millions)

☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M or Over

7. Number of Employees:

☐ 100 or fewer ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No

9. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other

10. Woman Owned? ☐ Yes ☐ No

11. Physically Challenged? ☐ Yes ☐ No

12. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☐ Retail

13. Please provide a brief description of your materials and/or services:

14. Is the Business a subsidiary of another entity? ☐ Yes ☐ No

15. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No

16. Is any litigation pending against the Business? ☐ Yes ☐ No

17. Has the Business ever been declared "not responsible"? ☐ Yes ☐ No

18. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No

19. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No

20. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?

☐Yes ☐No

21. Is the Business in arrears upon a contract or debt? ☐Yes ☐No

22. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐Yes ☐No

23. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐Yes ☐No

24. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). VIA reserves the right to inquire further with respect thereto.

25. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

26. Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

City and State: _____

Officer familiar with bidders account: _____

Federal Taxpayer I.D. number: _____

27. How were you notified of this solicitation? (Check all that apply—your response to this will help improve our Outreach efforts.)

☐Newspaper

☐VIA Website

☐TX Marketplace

☐Direct Mail

☐E-mail

☐VIA Outreach

☐Telephone

☐Networking Event

☐Other (Identify) _____

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) VIA will have the grounds to terminate any or all contracts which VIA has or may have with the business; 2) VIA may disqualify the business named above from consideration for contracts and may remove the business from VIA's bidders list; or/and 3) VIA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow VIA to report the amount of subcontracting activity with all businesses that offer the commodities and services used by VIA.**

Printed Name: _____ Title _____

Signature of Owner: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Contract Administrator.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ***For vendor or other person doing business with local governmental entity*

This questionnaire is being filed in accordance with chapter 176 of the Local Government code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1

Name of person doing business with local governmental entity.

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ YES ☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ YES ☐ NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ YES ☐ NO

D. Describe each affiliation or business relationship.

4

Signature of person doing business with the governmental entity_____
Date

PART 2 INSURANCE REQUIREMENTS

- 2.1 The following types of insurance shall be furnished for the duration of the project and two (2) copies of certificates of insurance evidencing insurance coverage as required by the following provisions shall be furnished to the Contracting officer within ten (10) calendar days after the date of Notice of Award:
- 2.2 **General Insurance Requirements:** The Contractor shall purchase and maintain in full force and effect during the entire period of this Contract, including any maintenance period thereof, insurance of the following types and in amounts not less than the amounts stated below. Such insurance shall protect Contractor from any and all claims and damages, which may arise out of or result from, Contractor's operations whether such operations are performed by Contractor or by its subcontractor or by anyone for whose acts the Contractor may be liable. All costs associated with these insurance coverages are the sole responsibility of the Contractor. The Contractor must adhere to the following requirements:
- 2.2.1 **Additional Insured:** The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name VIA and its officers, trustees and employees as additional insured regarding Contractor's operations in performance of this Contract.
- 2.2.2 **Waiver of Subrogation:** The Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability, shall be endorsed to provide a waiver of subrogation in favor of VIA, its officers, trustees, and employees. If Contractor is an approved self-insurer, Contractor will waive all rights of recovery against VIA, its officers, trustees, and employees for any and all claims.
- 2.2.3 **Coverage Primary:** Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to VIA. The limits of liability required herein may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies; but, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.
- 2.2.4 **No Commencement Without Coverage:** The Contractor shall not commence work under this Contract until all required insurance is obtained and approved by VIA. Approval of the insurance by VIA shall not relieve or decrease the liability of the Contractor hereunder.
- 2.2.5 **Certificates:** Two (2) copies of all required endorsements and completed certificates of insurance evidencing coverage shall be furnished to the VIA Contracting Officer prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. Certificates and endorsements shall be provided by contractor and anyone involved in the performance of work under this contract by and through contractor (not otherwise included under contractor's coverage), including all subcontractors. All certificates must be issued reflecting VIA Metropolitan Transit as the certificate holder. All Certificates of Insurance shall reflect the VIA project number, name of the Contracting Officer and be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to furnish the required certificates of insurance and accompanying endorsements within the time allowed shall not be considered cause for modification of any contractual time limits. All certificates, endorsements and/or policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by VIA. All such insurance documents shall be provided by insurance companies authorized to do business in the State of Texas and having a Best's rating of A- (VII) rating or greater, as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-(VII) will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing by VIA prior to the award of the Contract. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the cancellation clause as required below. If any of the foregoing insurance coverages are required to remain in force after the final payment and are reasonably available, an additional certificate with endorsement evidencing continuation of such coverage shall be submitted with Contractor's final invoice for payment.

- 2.2.6 No Lapse or Cancellation:** The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Except as otherwise may be provided in this contract, all insurance policies shall include an endorsement that the policy shall not be canceled, non-renewed, reduced, restricted, or limited until thirty (30) days after VIA has received written notice as evidenced by return receipt of registered or certified letter. In the event of cancellation or lapse of insurance, the Contractor shall notify VIA immediately and unless otherwise directed by VIA, shall cease work until evidence of acceptable insurance coverage is supplied to VIA.
- 2.2.7 Breach:** Failure to maintain insurance coverage, as required herein, constitutes a material breach of this Contract.
- 2.2.8 Self Insurance:** The Contractor's insurance requirements as outlined herein, may be self insured as long as the Contractor is in compliance with the State of Texas requirements for self insurance and subject to approval and review or audit by VIA to verify the Contractor's financial stability. Audited Financial Statements as well as self insured certificates must be approved by VIA prior to acceptance of self insurance and prior to commencement of work. The Contractor's liability is not limited by the amount of insurance carried nor by its self insurance.
- 2.2.9 Responsibility of Payments:** Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 2.2.10 Own Equipment and/or Property:** Contractor and its subcontractors are responsible for all damage to their own equipment and/or property
- 2.2.11 Other Obligations:** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

2.3 Specific Insurance Requirements:

- 2.3.1 Workers' Compensation Insurance:** Coverage is required for workers' compensation providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other state or Federal law as may be applicable to the work being performed under this Contract.
- 2.3.2 Employer's Liability Insurance:** Coverage is required for employer's liability with limits of liability not less than:
- \$500,000 Each Accident
 - \$500,000 Policy Limit for Disease
 - \$500,000 Each Employee for Disease
- 2.3.3 Commercial General Liability Insurance:** Coverage is required for general liability, including coverage for the following where exposure exists and for amounts not less than:
- 1) Premises/Operations
 - 2) Independent Contractors
 - 3) Products/Completed Operations
 - 4) Personal Injury
 - 5) Contractual Liability
 - 6) Explosion/Collapse/Underground Property Damage (where applicable)
- \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury per occurrence
 - \$1,000,000 Each Occurrence

- 2.3.4 Commercial Automobile Liability Insurance:** Coverage is required for automobile liability, covering all owned/leased, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Contract with limits of liability not less than:

\$500,000 Combined Single Limit

- 2.3.5 Professional Liability:** Claims-made coverage to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional service. Said errors and omissions insurance coverage shall be annually renewed for no less than three (3) years following completion of the contract and acceptance of the work by VIA. Coverage including renewals shall have the same retroactive date as the original policy applicable to this Contract.

\$1,000,000 per claim
\$2,000,000 aggregate

- 2.3.6 Subcontracts:** Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder, purchase and maintain, during the term of the Contract, the same minimum levels of applicable insurance coverages that are necessary and appropriate for the work performed and as required of Contractor herein. Contractor shall provide to VIA certificates of insurance and endorsements Contractor receives from its subcontractor(s) that name the Contractor and VIA as additional insureds. Contractor shall provide VIA with said certificates and endorsements prior to the commencement of any work by that subcontractor.

**PART 3
GENERAL TERMS AND CONDITIONS
FOR
EQUIPMENT MATERIAL AND SUPPLY CONTRACTS**

General Information

3.1 DEFINITION OF TERMS. Whenever herein or in the bid or contract documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

- A. **"Schedule of Supplies and Services"** is the form provided by VIA attached hereto for submission of the bid and, if such bid is accepted, for the Award of Contract by VIA.
- B. **"Contracting Officer"** is that person designated by VIA to enter into and administer this contract and make determinations and findings in regard to the contract on behalf of VIA. For the purpose of the procurement herein proposed, the Contracting Officer is:

Vanecia Noland
(Name)

Contract Administrator
(Title)

- C. **"Contractor"** means the successful bidder to whom a contract is awarded.
- D. **"Invitation For Bid"** (IFB) is the complete assembly of related documents, whether attached or incorporated by reference, furnished by VIA for the purpose of bidding, including the Invitation, Bid, and Award, the Instructions for Bidders, General Terms and Conditions for Equipment, Material and Supply Contracts, Supplemental Conditions, Specifications, Bid Form, Bid Attachments, and Addenda, if any, Notice of Award, if any, and Purchase Order.
- E. **"Authorized Signature"** The person who is executing this contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor.
- F. **"Invitation For Bid"** is the advertisement that is published, posted and sent to prospective bidders informing interested persons of the proposed procurement.
- G. **"Notice of Award"** The written notice sent by VIA notifying the selected Bidder of the award of contract. Such Notice of Award shall be sent only in equipment/construction contracts over \$25,000.00 for which Performance Bonds are required by VIA. For Contracts not requiring Performance Bonds, the receipt of a Purchase Order issued by VIA shall serve as notice of the award of contract, and no Notice of Award shall be sent.
- H. **"Specifications"** is the written description and statement of necessary requirements of the equipment and/or supplies to be provided.
- I. **"Procuring Agency"** - VIA Metropolitan Transit.
- J. **"VIA"** means VIA Metropolitan Transit, San Antonio, Texas.
- K. **"Written Order"** means a written order signed by the VIA General Manager or the Contracting Officer mailed to the Contractor at the address designated in his bid or to such other address as he may designate in writing as his official place of business.
- L. **"Purchase Order"** The written order sent by VIA on its form ordering the equipment or supplies in accordance with the terms and conditions of the Invitation for Bid. For contracts not requiring Performance of Bid Bonds, the receipt of a Purchase Order issued by VIA shall constitute Notice of Award of Contract.
- M. **"Release Order"** Written notice authorizing shipment, delivery and installation of, and payment for, a specific number of items bid.

N. **"Subcontractor"** A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

3.2 SALES TAX EXEMPTION. The materials provided for this project pursuant to this contract will be exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas. When award is made, the Contractor shall obtain instructions for the issuance of an exemption certificate from the local office of the State Comptroller of Public Accounts.

3.3 DELIVERY CHARGES. Unless otherwise stated in the IFB, Bidders shall include freight and/or delivery charges in the total price of their bids.

3.4 SAMPLES. Samples, when required, must be submitted within the time specified, at no expense to VIA. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense.

3.5 QUALIFICATIONS FOR AWARD. The bidder must be a person, firm or corporation that:

A. Can assure delivery of all equipment within the time specified under this contract by either being a manufacturer who has plant facilities of adequate size and properly equipped or a distributor who has a contractual arrangement with a manufacturer who has in operation or has the capability to have in operation on a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.

B. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

C. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.

D. The Procuring Agency shall have the right to conduct a pre-award survey of each bidder.

3.6 DETERMINATION OF RESPONSIBILITY. The Bidder may be required upon request to present evidence to the satisfaction of the Contracting Officer of responsibility, including evidence of adequate financial resources, capability to execute the contract in accordance with the delivery schedule, satisfactory integrity and business ethics and qualifications under any applicable laws and regulations.

3.7 WAIVER. The Bidder represents and warrants that he has sufficiently informed himself in all matters effecting the specification; that he has checked his bid for errors and omissions; that the prices stated in his bid are correct and as intended by him and are a complete and correct statement of his bid price. The Bidder hereby waives any claim for the return of his bid guarantee, if, on account of errors or omissions claimed to have been made by him in his bid, or for any other reason, he should refuse or fail to execute the contract.

3.8 BID ACCEPTANCE PERIOD. All bids shall remain in effect ninety (90) calendar days from the date of bid opening. Bids offering less than ninety calendar days for acceptance by VIA from the date set for opening will be considered non-responsive and will be rejected.

3.9 AMENDMENT AND/OR POSTPONEMENT. VIA reserves the right to postpone for its own convenience the date of bid opening, but any bidder whose bid has already been submitted to VIA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its bid.

VIA reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders. If the revisions and addenda require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such

number of days as in the opinion of the VIA shall enable bidders to revise their bids. In any case, bid opening shall be at least 5 working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable, for opening bids.

3.10 CANVASS OF BID

3.10.1 PROCESS. At the hours specified in the Invitation for Bid, the Contracting Officer or his designee will publicly open, examine, declare and record all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. An award will be made or bids rejected by VIA within the time specified in the specifications or Bid forms or, if not specified, within reasonable time after bids have been opened.

3.10.2 FEDERAL PARTICIPATION. To the extent any contract awarded under this Invitation for Bid involves Federal funding in an amount equal to or in excess of \$500,000, any announcement of a contract award will specify the amount of Federal funds that will be used to finance the project hereunder and will specify the said amount as a percentage of the total costs of the planned project.

3.11 REJECTION OF BIDS. VIA reserves the right to reject any and all bids that are not responsive or unreasonably priced, or impose modifying conditions. VIA may reject the bid of any party who has been determined to be non-responsible in any former contract with VIA. VIA reserves the right to reject any or all bids, and to waive technical defects as the interest of VIA may require. Each Bidder shall be notified if all bids are rejected.

3.12 SINGLE BID. In the event a single bid is received, VIA will, at its option, either conduct a price and/or cost analysis of the bid and make the award by negotiation or reject the bid and re-advertise. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for VIA to conduct a cost analysis of the bid price. Cost analysis is the review and evaluation of a Contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.

The price and/or cost analysis shall be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.

If the price or cost analysis is unsuccessful in determining whether the bid price is fair and reasonable, VIA may, at its option, attempt to establish with the offeror a different price that may be determined to be fair and reasonable.

3.13 BIDDER'S PROTEST PROCEDURE.

3.13.1 PROTEST. In the event VIA receives a protest according to the terms referenced herein, specifically 3.13.2 TIMELINESS, VIA will suspend the procurement process until the protest is resolved. A protest, if any, shall be submitted to VIA's Contracting Officer for transmittal to and consideration by VIA's Protest Committee. A protest must be in writing and must be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits set forth in Section 3.13.2 TIMELINESS below. A protest, if any, may be submitted upon the following reasons:

- A. a protest relating to restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening;

- B. a protest of a final ruling relating to requests for changes to or approval of equals, clarifications and modifications of the specifications as set forth in Section 3.19, Bidders' Requests, or
- C. a protest of the award of contract or alleged impropriety arising after bid opening as set forth in Section 3.13.2.(c), Timeliness, below.
- D. A protest committee will be formed to address the protest and will respond in detail to each substantive issue raised in the protest and shall have the authorization to make a final determination.
- E. FTA Circular 4220.1.F, Chapter VII, addresses Bid Protests. A copy of the Circular will be provided upon written request to VIA. FTA will only review protests regarding the alleged failure of the grantee to have or follow a written protest procedure or alleged failure to review a complaint or protest, and only when submitted by an actual or prospective offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. Protest to FTA shall be filed no later than five (5) calendar days after VIA's final determination is rendered.
- F. A request for reconsideration of final determination shall be considered if data becomes available that was not previously known or there has been an error of law or regulation.

3.13.2 TIMELINESS. To be effective, a protest must be submitted so that it is received by the Contracting Officer by the following deadlines:

- A. a protest based upon restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening must be submitted so that it is received by VIA's Contracting Officer for transmittal to VIA's protest committee no later than seven (7) working days prior to the specified bid opening date and may only be protested once;
- B. a protest based upon a final ruling relating to a request for changes to or approval under the specifications must be submitted so that it is received by VIA's Contracting Officer for transmittal to VIA's protest committee within seven (7) working days following the issuance of the Contracting Officer's final ruling; and
- C. a protest of the award of contract or alleged impropriety arising after bid opening must be submitted so that it is received by VIA's Contracting Officer for transmittal to VIA's Protest Committee within seven (7) working days following the earlier of the date on which the Bidder knew, or the date on which a diligent Bidder would have known, of the award or alleged impropriety.

The FTA's role in the protest procedure shall be limited to accepting protests alleging that VIA does not have a written protest procedure, is alleged to have violated such procedures, or is alleged to have failed to review a complaint or protest.

3.14 PREPARATION OF BID. A bid shall be submitted on the forms furnished, or copies thereof, shall be completed in ink or by typewriter and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed by the person signing the bid. Unless specifically authorized in the Invitation for Bids, no telegraphic or telefaxed bids will be considered.

The Schedule of Supplies and Services may provide for submittal of a price or prices for one or more items, which may be lump sum bids, alternative prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where the Schedule of Supplies and Services explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submittal of a

price on all items is not required, a bidder shall insert the words "no bid" in the space provided for any item on which no price is submitted.

A bid by a partnership shall be executed in the partnership name and signed by a partner. The official address of the partnership shall be shown below the signature.

A bid submitted by a joint venture shall list the name of the joint venture and the mailing address, and shall be executed by all joint ventures in the same manner as if they were individually submitting bids. The signature portion of the Schedule of Supplies and Services shall be altered as appropriate for execution by the joint venture and all joint ventures.

All names shall be typed or printed below the signature. The address shall be shown to which communications regarding the bid are to be directed.

Alternative bids will not be considered unless explicitly requested on the Schedule of Supplies and Services.

Bidders shall enter prices and amounts for each line item as indicated on the schedule of supplies and services. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the line item shall be recomputed accordingly.

3.15 SUBMISSION OF BID. Prior to the hour specified in the Invitation to Bid inviting sealed bids, all bids shall be delivered to the Contracting Officer at the address shown in the Invitation to Bid. Each bid shall be in a sealed envelope properly labeled on the outside with the quotation number and the bid opening date. No telegraphic or telefaxed bids will be considered.

3.16 LATE SUBMISSIONS.

3.16.1 RECEIPT PRIOR TO AWARD. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and it:

- A. was sent by registered or certified mail and postmarked not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been postmarked on or before the 15th); or
- B. was sent by courier service which guaranteed delivery by the time bid opening; or
- C. is the only bid received.

3.16.2 POSTMARK. The only acceptable evidence to establish the postmark date of a bid or modification sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

3.16.3 COURIER DELIVERY DATE. The only acceptable evidence to establish the courier service guaranteed delivery date is a receipt or other documentary evidence that will establish that the bid or modification was sent by a courier service for timely delivery.

3.16.4 TIME/DATE STAMP. The only acceptable evidence to establish the time and date of receipt at VIA is the time/date stamp on the bid wrapper or other documentary evidence of receipt maintained by VIA.

3.17 MODIFICATION OR WITHDRAWAL OF BID. A bid may be modified or withdrawn by written notice received in the office designated in the Invitation to Bid not later than the exact time set for opening of bids. A bid may be withdrawn in person by a Bidder or his authorized representative provided his identity is made known and he signs a receipt for the bid if the withdrawal is prior to the exact time set for opening of bids.

3.18 RESPONSIVENESS: In order for a Bidder to be eligible to be awarded the Contract, the Offer must be responsive to the Invitation for Bid, and VIA Metropolitan Transit must be able to determine that the bidder is responsible to perform the Contract satisfactorily. Responsive Offers are those complying in all material aspects of the solicitation. Offers which do not comply with all the terms and conditions of this solicitation may be rejected as non-responsive. A Bidder may, at any time after the submission of the Offer, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Bidder. Refusal to provide requested information may result in the Bidder being declared non-responsive, and the Offer may be rejected.

3.19 BIDDER'S REQUESTS AND APPEALS.

3.19.1 APPOINTMENTS. Bidders and suppliers may make appointments with the Contracting Officer to discuss the specifications. This privilege, however, does not relieve them from the requirements of Section 3.19.2 and Section 3.19.3 below.

3.19.2 EQUALS AND CLARIFICATIONS. Bidders and suppliers may submit to VIA requests for approved equals and clarifications of specifications provided that such requests for approved equals and clarifications of specifications are:

- A. Submitted in writing and received by VIA no later than 15 calendar days before the date of bid opening, and
- B. Supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement.

3.19.3 SUBMISSION DEADLINES. The Contracting Officer's decisions on submissions under Section 3.19.2 above shall be postmarked at least 7 calendar days prior to the date of bid opening. VIA assumes no responsibility for delayed or lost responses. Bidders should contact the Contracting Officer if they believe a response is missing or lost.

3.19.4 AMENDING MATERIALS. Any amending material issued by VIA pertaining to the bid solicitation documents (including, without limitation, clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the bid solicitation documents.

3.19.5 APPEAL. Should any bidder or supplier choose to appeal VIA's decision, such appeal must be in writing and received by VIA not less than 7 calendar days before the date of bid opening. VIA has no obligation to consider appeals received less than 7 calendar days before the date of bid opening.

3.19.6 WITHDRAWAL. The bidder or supplier may withdraw its appeal at any time before VIA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

3.19.7 NOTIFICATION. Should VIA postpone the date of bid opening owing to an appeal, VIA shall notify all parties who are on record as having obtained a copy of the bid solicitation documents that an appeal has been filed and that the date of bid opening shall be postponed until VIA has issued its final decision. VIA shall issue appropriate amendments postponing and rescheduling the date of bid opening.

3.19.8 INQUIRIES. Inquiries should be directed to the Contracting Officer at VIA Metropolitan Transit, 1720 North Flores, San Antonio, Texas 78212, telephone number (210) 362-2400.

3.20 WARRANTY OF TITLE. Contractor shall warrant to VIA, its successors and assigns, that the title to the material, supplies or equipment covered by the contract, when delivered to VIA or to its successors or assigns, shall be free from all liens and encumbrances.

3.21 PRODUCT/SERVICES WARRANTY. Contractor warrants that the goods furnished under the contract will conform to the contract description, be free of defects in materials and working conditions, be fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, be adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder will conform to the contract description.

If VIA informed Contractor of the intended use of the goods supplied under this contract, Contractor acknowledges that VIA is relying on Contractor's skill and judgment to furnish suitable goods and warrants that the goods supplied hereunder will be fit for the stated particular purpose of VIA.

All necessary repairs, renewals, changes or modifications in the equipment due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the equipment, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to VIA.

Where specific equipment items are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

This warranty is construed to mean that all equipment furnished by the Contractor that malfunctions shall be repaired by the Contractor at no cost or expense to VIA for a minimum period of twelve (12) months, after final acceptance.

Any equipment or part thereof that has been replaced under the provisions of this warranty shall become property of the Contractor.

Should the Contractor wish to have the defective equipment or part thereof returned to him, it shall be returned at his expense.

In the event the Contractor does not request the return of such replaced parts within (6) months from the date of replacement, they shall, at the option of VIA, become the property of VIA.

3.22 DELIVERY. Complete Delivery must be made within 30 calendar days after the date of the Purchase Order. Delivery will be F.O.B. VIA Metropolitan Transit, 1720 N. Flores St., San Antonio, Texas, unless otherwise specified in the IFB.

The Contractor shall perform all packing, shipping, and freight of supplies procured by this contract.

Contractor shall assume all responsibility and risk of loss incident to said deliveries.

The Contractor shall clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece.

In the event the delivery of the equipment and supplies under the contract shall be necessarily delayed because of strike, injunctions, government controls, or act of God having a direct effect on the manufacture and delivery of the equipment and supplies that could not have reasonably been anticipated by the Contractor, the Contracting Officer may extend the time of completion of the contract.

The Contractor will notify the Contracting Officer in writing, within fifteen (15) days from the beginning of any such delay. The Contracting Officer will investigate the facts and ascertain the extent of the delay and his findings thereon shall be final and conclusive.

Hours of delivery shall be 7:30 a.m. through 3:00 p.m., Monday through Friday, San Antonio time.

3.23 TERMINATION OF CONTRACT

3.23.1 Termination For Convenience. VIA may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of VIA by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of

termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to VIA, the Contractor will account for the same and dispose of it in the manner VIA directs.

3.23.2 Termination For Default

3.23.2.1 DEFAULT. In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) days of written notice from VIA cure such breach or violation, VIA may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

3.23.2.2 NOTICE. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

3.23.2.3 VIA OPTIONS. In addition to any other remedy available, VIA may:

- (a) complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or
- (b) direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to VIA any amounts paid by VIA to the Contractor, and VIA shall have no further liability to the Contractor.
- (c) contract to acquire supplies or services similar to those terminated.

3.23.2.4 COMPENSATION & LIABILITY. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The Contractor and the Contractor's surety or sureties shall be liable to VIA for all excess costs, loss or damage incurred for supplies or services to complete the contract, in the event Contractor fails to complete the contract.

3.23.2.5 EXCUSE. If it is later determined by VIA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, VIA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3.24 CHANGES. Any proposal by Contractor that varies or adds to this contract shall be construed as additional terms or modifications and shall not become part of the contract unless accepted in writing. Notice is hereby given of VIA's objection to such additional terms or modifications unless they are specifically accepted in writing by VIA.

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

3.25 EFFECT OF EXTENSIONS OF TIME. Granting of or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment, or any one of the aforementioned, will not operate as a release to the Contractor or the Surety on Contractor's faithful performance bond from said guarantee.

- 3.26 INDEMNIFICATION.** CONTRACTOR covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, VIA and its the Board of Trustees, employees, officers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage, made upon VIA, directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to VIA under Texas law and without waiving any defenses of the PARTIES under Texas law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF VIA, THE BOARD OF TRUSTEES, EMPLOYEES, OFFICERS, AND/OR REPRESENTATIVES OF VIA, UNDER THIS AGREEMENT.** The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise VIA in writing of any claim or demand against VIA or CONTRACTOR known to the CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. VIA shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph. **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 3.7, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS VIA FROM THE CONSEQUENCES OF VIA'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF VIA IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF VIA IS THE SOLE ACTIVE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE.** CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF VIA AND IN THE NAME OF VIA, ANY CLAIM OR LITIGATION BROUGHT AGAINST VIA AND ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS HEREIN SET FORTH.
- 3.27 DEFECTIVE OR DAMAGED WORK.** Any material or equipment damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor hereunder without additional cost to VIA. If the Contractor shall fail to comply promptly with any order of the Contracting Officer to repair, replace or correct damaged or defective work, then the Contracting Officer shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict the provisions of the warranties as set forth in these contract conditions or any warranties that may arise by implication or by law.
- 3.28 DAMAGES.** All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials or equipment or from any act or omission not authorized by the contract or by the Contracting Officer on the part of the Contractor or any agent or person employed by him, shall be sustained by the Contractor.
- 3.29 NONWAIVER OF WARRANTIES.** It is understood that acceptance of the equipment and materials to be manufactured and assembled pursuant to this contract shall not waive any warranty, either expressed or implied, or any liability of the manufacturer as determined by any court decision by a court of competent jurisdiction. Contractor shall not exclude or modify any applicable warranty.

3.30 WAGE-PRICE REGULATIONS. Should the Federal Government reinstitute wage-price regulations that are applicable to the sale of this equipment pursuant to this bid, Contractor shall comply with the provisions of such laws and regulations that may be adopted.

3.31 BRAND NAMES OR EQUAL. It should be understood that specifying brand names, components, and/or equipment in this document shall not relieve the supplier from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying VIA of any inappropriate brand names, components and/or equipment that may be called for in the Schedule of Supplies and Services, Plans, or in the Specifications, and to propose a suitable substitute for consideration.

Whenever a material, article or piece of equipment is identified on the Schedule of Supplies and Services, Plans or in the Specifications by reference number, by manufacturers' name, or by brand name, it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of Contracting Officer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Contracting Officer's written approval.

3.32 COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty VIA shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.33 COVENANT AGAINST GRATUITIES. The Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of VIA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this contract. For breach of this warranty VIA shall have the right to annul this contract without liability and/or employ any other remedy it may have at law.

3.33.1. LOCAL GOVERNMENT CODE 176.006: Any person who seeks to contract for the sale or purchase of property, goods or services with VIA shall file a completed conflict of interest questionnaire promulgated by the Texas Ethics Commission as required by the law (See Enclosed Form CIQ).

3.34 BILLING. Invoice(s) shall be submitted in duplicate to the Contracting Officer, VIA Metropolitan Transit, 1720 N. Flores St., San Antonio, Texas 78212. Each invoice shall contain the following information: purchase order number, item number, brief description of supplies, sizes, serial numbers, quantities, unit prices, total and applicable project numbers.

3.35 PAYMENT TO CONTRACTOR. Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the equipment by VIA, whichever is later. In the event payment is not made within (30) days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

The prime Contractor shall include as part of his Request for Payment a list of all DBE/WBE subcontractors who will be paid from this Request for Payment. This requirement is in accordance with FTA Circular 4716.1.

The acceptance by the Contractor of final payment shall be and shall operate as a release to VIA of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of VIA and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Surety or Sureties from any obligation under this Contract or Performance and Payment Bond.

- 3.36 PAYMENT BY CONTRACTOR.** The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment from VIA. The Contractor agrees further to release retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed and all required closeout documentation is accepted. Failure to comply with this provision may be considered cause to terminate the contract for default.

The Contractor shall comply with all requirements of the Texas Government Code, Subtitle F, State and Local Contracts, Chapter 2251 regarding times and methods of payment to subcontractors and suppliers.

- 3.37 ASSIGNMENTS.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this contract or his right, title or interest in or to any monies due or to become due under this contract without VIA's express written permission. If such permission is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

- 3.38 MUTUAL RESPONSIBILITY OF CONTRACTORS. IF THROUGH ACTS OF NEGLIGENCE ON THE PART OF THE CONTRACTOR, ANY OTHER CONTRACTORS OR ANY SUBCONTRACTOR SHALL SUFFER LOSS OF DAMAGE ON WORK, THE CONTRACTOR AGREES TO SETTLE WITH SUCH OTHER CONTRACTOR OR SUBCONTRACTOR BY AGREEMENT OR ARBITRATION IF SUCH OTHER CONTRACTOR OR SUBCONTRACTOR WILL SO SETTLE. IF SUCH OTHER CONTRACTOR OR SUBCONTRACTOR SHALL ASSERT ANY CLAIM AGAINST VIA DUE TO ANY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED, VIA SHALL NOTIFY THE CONTRACTOR, WHO SHALL INDEMNIFY AND HOLD HARMLESS VIA AGAINST ANY SUCH CLAIM, AS PROVIDED IN PART 3.26 OF THIS CONTRACT.**

- 3.39 SPECIFIED PARTS.** All parts shall be new and under no circumstances will used, reconditioned, or obsolete parts be accepted.

Materials must be furnished as specified in all cases. Where brand names or specific items or processes are used in the Schedule of Supplies and Services, Plans or in the Specifications, and the term "approved equal" follows, a request for approval or any substitution or "approved equal" must be submitted in writing to VIA prior to submission of a bid and acceptance of the substitute will be at VIA's discretion. It shall be the responsibility of the bidder to obtain such approval from VIA. The bidder will be required to supply VIA with performance data, samples, and special guarantees as a condition of acceptance of any proposed alternates.

Bidder shall be responsible for providing VIA with information on the latest applicable revision to any part or process specifically called for in the specifications for consideration in the specifications.

All engineering details must be settled before the bid opening date. VIA shall have the power to reject or condemn any material furnished or work performed under the contract that does not conform to the terms and conditions as set forth in the contract documents.

3.40 BREACHES AND DISPUTE RESOLUTION (For contracts over \$100,000):

- A. *Disputes:* Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Contracting Officer. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President of Fiscal Management. 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 Vice President of Fiscal Management shall be binding upon the Contractor and the Contractor shall abide by the decision.

- B. *Performance During Dispute:* Unless otherwise directed by VIA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. *Remedies:* Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between VIA Metropolitan Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Texas.
- D. *Rights and Remedies:* The duties and obligations imposed by the Contract and the rights and remedies available thereunder 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 constitutes an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.41 CIVIL RIGHTS REQUIREMENTS: The following requirements apply to the underlying contract:

- A. *Nondiscrimination:* In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. *Equal Employment Opportunity:* During the performance of this Contract, the Contractor agrees as follows:
 - 1. *Race, Color, Creed, National Origin, Sex:* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, 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. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.
 - 2. *Age:* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 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.
 - 3. *Disabilities:* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 4. *Inclusion of Subcontracts:* The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected.

- 3.42 DISCOUNTS.** Discounts for early payment shall not be considered in the evaluation of offers, except in the case of a tie bid provided that a minimum of ten (10) days is offered in which to take the discount.

Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

Time will be computed, for discount computation purposes, from the:

- A. Date of delivery to, and acceptance by, VIA.
- B. Date a proper invoice is received in the office specified by VIA, if the latter date is later than the date of delivery.

Payment will be deemed to have been made on the date that appears on payment checks.

- 3.43 ESCALATION.** There shall be no escalation of price over the term of the contract.
- 3.44 NATIONAL ITS ARCHITECTURE COMPLIANCE:** The Contractor shall conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by TEA-21 Section 5206(e), 23 U.S.C. Section 502 note, and Federal Transit Administration Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.
- 3.45 CARGO PREFERENCE - Use of United States-Flag Vessels: (Applies to contracts involving equipment, materials, or commodities which may be transported by ocean 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.
- 3.46 ENERGY CONSERVATION:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321).
- 3.47 CLEAN WATER:** (1) 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. (2) 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.
- 3.48 CLEAN AIR:** (i) 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.

(ii) 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.

- 3.49 INFRINGEMENT OF PATENTS.** The Contractor agrees that he will, at his own expense, defend all suits or proceedings instituted against VIA and pay any award of damages assessed against VIA in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article or process used in the manufacture, operation or use thereof, constitutes an infringement of any patent, trade secret, copyright or any other proprietary right.
- 3.50 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS.** In accordance with 18 U.S.C. 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.
- 3.51 CONFLICTING INTERESTS.** If any member of the VIA Board, any employee of VIA, or any person related within the third degree of consanguinity or second degree of affinity to a VIA Board member or employee has directly or indirectly any financial interest in or has sought any financial gain from this bid or contract, bidder shall disclose to the Contracting Officer the interest or potential gain and the relationship before contract award or as soon as the bidder could with diligence have learned of the interest or seeking of gain. Failure to comply with this disclosure requirement will constitute a default and major breach of contract by the bidder if awarded the contract.

No member of the Board, General Manager, or department head of VIA shall, directly or indirectly, have any financial interest in, or seek any financial gain from, any contract to which VIA is a party.

No VIA employee nor any person related within the third degree of consanguinity or second degree of affinity to a member of the VIA Board or to a VIA employee shall have any financial interest in or seek any financial gain from, any contract to which VIA is a party and in which the related Board member or employee plays a role in selection, award, or administration.

VIA's Board members, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties of subagreements.

- 3.52 CODE OF ETHICS:** On July 11, 1995, the VIA Metropolitan Transit Board of Trustees adopted a *Code of Ethics and Conduct Related to Business Transactions*, establishing general standards of ethical conduct for VIA employees, Board members, Contractors and vendors. Contractor agrees to and warrants that it will comply and has complied with the *Code of Ethics and Conduct Related to Business Transactions* and any amendments thereto. For breach of this warranty, VIA shall have the right to annul this contract without liability and/or employ any other remedy it may have at law. Upon request, a copy of the *Code of Ethics and Code of Conduct Related to Business Transactions* shall be made available to Contractor.

- A. Vendors and Contractors shall pay particular attention to Section IV.C. of the *Code of Ethics and Code of Conduct Related to Business Transactions* (as amended) which prohibits any business contracting or attempting to contract with VIA from communicating with a Board member or VIA employee (other than VIA's Contracting Officer designated for this procurement in the contract or an individual designated in writing by the Contracting Officer) regarding details of a procurement or other contract opportunity or extension or change to an existing contract.

- 3.53 PRIVACY ACT:** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. **General:** The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that

Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- B. **Subcontracts:** The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.54 GOVERNMENT-WIDE 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 and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

3.55 ACCESS TO RECORDS: The following access to records requirements apply to this Contract:

- A. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide VIA, 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, 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 5311.
- B. 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.
- C. 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 VIA, 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 CFR 18.39(i)(11).
- D. Contractor agrees and understands that in addition to federal law, access to government records is further governed by the Texas Public Information Act more commonly referred to as the Texas Open Records Act ("TORA"). Any proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure **shall be specifically identified and marked as such by Contractor**. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information may not be sufficient to establish confidentiality. **The specific proprietary information, trade secrets or confidential communication and financial information must be clearly identified as such.** Upon request for records from a third party regarding this procurement,

VIA will notify, in writing, the Contractor(s) involved if and only if the information requested was previously identified by Contractor, as required under this paragraph. VIA may determine in its sole discretion whether sufficient legal justification exists for withholding the records and whether an opinion should be requested from the Texas Attorney General. **THE CONTRACTOR(S) INVOLVED AGREE TO AND HEREBY DO INDEMNIFY VIA FOR ITS COSTS ASSOCIATED WITH CONTRACTOR'S REFUSAL TO PRODUCE SUCH IDENTIFIED INFORMATION. Further, Contractor agrees to fully cooperate with VIA and to provide VIA full and complete access to any and all records requested under TORA regarding this Contract at no cost to VIA.**

- 3.56 BUY AMERICA:** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to VIA the appropriate Buy America certification with all bids 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.

- 3.57 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES.** The Contractor agrees to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 *et seq.* and 49 U.S.C. 322; Section 502(b) of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 792(b),(7); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Disabled," 41 CFR Part 101-19;
- (g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Disabled Persons," 49 CFR Part 609;
- (j) Architectural and Transportation Barriers Compliance Board regulations, "Minimum Guidelines and Requirements for Accessible Design," 36 CFR part 1190;
- (k) Architectural and Transportation Barriers Compliance Board regulations, "Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities," 26 CFR Part 1191; and
- (l) Architectural and Transportation Barriers Compliance Board regulations, "Americans With Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles," 36 CFR 1192.

- 3.58 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 Agreement between VIA 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.
- 3.59 NO OBLIGATION BY THE FEDERAL GOVERNMENT:** (1) VIA and the 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 VIA, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) 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.
- 3.60 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, dated November 1, 2008, 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 VIA requests that would cause VIA to be in violation of the FTA terms and conditions.
- 3.61. GENERAL DISADVANTAGED BUSINESS (DBE) PROVISIONS:** (Refer to Section 4 for provisions specific to this Contract).
- 3.61.1 DBE Program:** As a condition to financial assistance, VIA has submitted and the DOT has approved, a Disadvantaged Business Enterprises program ("VIA's DBE Program") which VIA has agreed to perform. VIA's DBE Program is incorporated into this contract by reference and made a part hereof. Failure of the Contractor to comply with such terms will constitute a breach of contract. A copy of VIA's DBE Program may be obtained from VIA's DBE office.
- 3.61.2 General Policy:** It is the policy of VIA that Disadvantaged Business Enterprises "DBEs" as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, apply to this contract. If a Contractor is found to have failed to exert good faith efforts (as defined in 49 CFR 26.5) to meet the DBE contract goal, VIA may declare the Contractor noncompliant and in breach of contract.
- 3.61.2.1 DBE Obligation:** Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, and VIA's DBE Program, to ensure that DBEs have the maximum opportunity to compete for and perform contracts.
- 3.61.2.2 Contractor/Subcontractor Obligation:** The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of [this] Contract[s]. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as VIA deems appropriate.
- 3.62. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** (1) 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 CFR 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. (2) 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. (3) 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.

3.63 SUBCONTRACTS:

3.63.1 Use of Subcontractors: The Contractor may utilize the services of specialty subcontractors on those parts of the work that under normal contracting practices, are performed by specialty subcontractors.

3.63.2 Written Approval of VIA: No work or services under this Contract shall be subcontracted without the prior written approval of VIA and then only by written contract or agreement. To obtain approval, Contractor must submit to VIA a written statement concerning the proposed award to the subcontractor that includes, at minimum, the following:

- (a) A description of the supplies or services to be called for by the subcontract; and
- (b) Identification of the proposed subcontractor.

3.63.3 Responsibility for Subcontractor(s) Acts: VIA's approval of a subcontract notwithstanding, VIA shall not be obligated to any third party, including any subcontractor retained by the Contractor, for payment of any work or services performed under this Contract. The Contractor is and shall be fully responsible to VIA for the acts and omissions of Contractor's subcontractors and any person directly or indirectly employed by the subcontractor.

3.63.4 Binding of Subcontractors: Unless specific waiver is granted in writing by VIA, subcontractor shall be subject to each and every relevant and applicable provision of this Contract. Compliance by subcontractors with this Contract shall be the sole responsibility of the Contractor.

3.63.5 Lack of Privity: Nothing contained in this contract shall create any contractual relation between VIA and a subcontractor.

3.63.6 Consent Not Acceptance of Price or Waiver: Neither consent by the Contract Administrator to any subcontract nor any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Contractor or any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

3.63.7 Cost-Plus Subcontract: The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-a-cost-basis.

3.63.8 Substitution of Contractors: Any subcontractor receiving approval in accordance with the terms of this section (3.63) must be utilized by the Contractor for the portion of the Work for which the subcontractor was approved. VIA will generally not entertain substitutes of any such subcontractor in the absence of compelling circumstances to do so.

3.63.9 INDEMNITY: BY SUBMISSION OF A BID/PROPOSAL/STATEMENT OF QUALIFICATIONS (AS THE CASE MAY BE) THE CONTRACTOR AGREES THAT HE/SHE/IT WILL INDEMNIFY AND SAVE VIA HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE

FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL, AT VIA'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED BE PAID, DISCHARGED OR WAIVED. IF THE CONTRACTOR FAILS TO DO SO, THEN VIA MAY, AFTER HAVING SERVED WRITTEN NOTICE, DIRECT, OR WITHHOLD FROM THE CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY SUFFICIENT TO PAY ANY AND ALL SUCH CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED WHEREUPON PAYMENT TO THE CONTRACTOR SHALL BE RESUMED, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATIONS UPON VIA TO EITHER THE CONTRACTOR OR HIS SURETY.

- 3.64 **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 transportation.
- 3.65 **RECYCLED PRODUCTS:** (Applies to all contracts for items designated by the EPA, when procurement is made of \$10,000 or more of one of these items during a fiscal year, using Federal funds). The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 3.66 **LOBBYING:** Contractor 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 VIA.

PART 4
DISADVANTAGED BUSINESS ENTERPRISES SPECIAL PROVISIONS

- 4.1. Disadvantaged Business Enterprise (DBE) Contract Goal.** The DBE Contract Goal for this contract is specified in the Schedule of Supplies and Services under Notes to Bidders. All bidders/offers must submit with their bid/offer the DBE documentation contained in or otherwise referenced in the "Disadvantaged Business Enterprise Special Provisions."
- 4.2. VIA's Disadvantaged Business Enterprise (DBE) Program dated July 2002.** The Program concerning the utilization of DBEs in VIA contracts is contained in the VIA Disadvantaged Business Enterprise (DBE) Program dated July 2002.
- 4.3 Good Faith Efforts.** Award of this contract will be conditioned on meeting the requirements of 49 CFR Part 26, Section 26.53, which provides that a contract for which a DBE contract goal has been established shall be awarded only to a bidder/offeror who makes good faith efforts to meet the contract goal. Good faith efforts are established by the bidder/offeror doing the following:
- (i) Documents that it has obtained enough DBE participation to meet the goal; or
 - (ii) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. See VIA's DBE Program and Appendix A of 49 CFR Part 26 for guidance regarding good faith efforts.
- 4.3.1 Administrative Appeal.** In the event that VIA determines that the bidder/offeror has failed to make good faith efforts to meet the contract goal, bidder/offeror shall have the opportunity for administrative reconsideration by VIA, as described in VIA's Disadvantaged Business Enterprise Program dated July 2002 ("VIA's DBE Program").
- 4.4 Required DBE Information.** Bidders/Offerors shall submit DBE participation information with their bids/proposals. All bidders/offers will be required to submit the following information to VIA:
- (i) The names and addresses of DBE firms that will participate in the;
 - (ii) A description of the work that each DBE will perform
 - (iii) The dollar and percentage amount of the participation of each DBE firm;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
 - (v) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - (vi) If the contract goal is not met, evidence of good faith efforts (See VIA's DBE Program and Appendix A of 49 CFR Part 26 for guidance regarding good faith efforts).
- 4.5 Termination of DBE Subcontractor.** The Contractor agrees to comply with 49 CFR Part 26 (Sections 26.53(f)(1) and (2)), which provide: (1) that a Contractor shall not terminate for convenience a DBE subcontractor listed in the Contractor's bid/offer (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with Contractor's own forces or those of an affiliate, without VIA's prior written consent; and (2) when a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established by VIA for the Project. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as VIA deems appropriate. In complying with VIA's DBE Program, Contractor shall only utilize DBE subcontractors possessing the requisite knowledge, qualifications and experience for the scope of work to be performed pursuant to that particular subcontract.
- 4.6 Validity of DBE Participant.** The legitimacy of each DBE or DBE-majority joint venture shall be determined by VIA, based on the information submitted by said participant as required by VIA and/or the South Central Texas Regional Certification Agency.

PART 5
SCOPE OF SERVICES

- 5.1** Fire and Extended Coverage Insurance on Scheduled Buildings and Contents are listed in Attachment B. Total value is **\$64,369,352.**
- 5.2** Fire and Extended Coverage's Insurance on Buses and Vans values total **\$145,844,600.** (See Attachments C, D & E). The policy shall provide for blanket coverage with an agreed amount endorsement on buses and vans while parked on VIA's premises. The policy shall include an endorsement for separate adjustment of leased tires and tubes on buses, with loss payable to named insured and Goodyear Tire and Rubber Company, Akron, Ohio.
- 5.3** The policy shall provide a single \$500,000 deductible per occurrence for losses to real property and vehicles and provide replacement cost on all buildings, contents, and vehicles. **[NOTE: VIA also requests separate quotes for a \$250,000 and a \$100,000 deductible. Upon evaluation of bids, VIA will choose the option that is considered most advantageous to VIA in terms of cost practicability. Net rate at each deductible is required].**
- 5.3.1 Loss History:** VIA has never filed a claim for loss under these coverages in more than 20 years of service.
- 5.4 Additional Bid Requirements:**
- 5.4.1** The term of the contract is one year. Following the initial one-year term, VIA may, at its option, extend the contract for two additional one-year terms.
- 5.4.2** The named insured shall be VIA METROPOLITAN TRANSIT, 800 W. Myrtle, San Antonio, Texas 78212.
- 5.4.3** The policy shall include: a waiver of Co-insurance, a Margin Clause and provide a Miscellaneous Unscheduled Location provision and an Errors and Omission provision.
- 5.4.4** The policy shall provide for no less than **one hundred twenty (120) days** written notification in the event of cancellation of the policy by the insurer.

INSURANCE HISTORY ON VALUES AND PREMIUMS

	<u>LIMITS OF LIABILITY</u>	<u>PREMIUMS</u>
CARRIER:	AFFILIATED FM INSURANCE COMPANY (GV249)	
1996-97	\$94,281,000.00	\$30,912.00
1997-98	\$94,849,500.00	\$31,235.00
1998-99	\$94,849,500.00	\$31,235.00
 CARRIER:	 COREGIS INSURANCE COMPANY (651-008743)	
1999-00	\$118,258,876.00	\$28,900.00
 CARRIER	 AFFILATED FM INSURANCE COMPANY (GV615)	
2000-01	\$119,030,001.00	\$42,735.00
 CARRIER:	 AFFILATED FM INSURANCE COMPANY (GV751)	
2001-02	\$153,427,472.00	\$61,165.00
2002-03	\$149,037,488.00	\$86,449.00
2003-04	\$146,984,049.00	\$86,122.00
2004-05	\$160,577,485.00	\$92,653.00
2005-06	\$164,498,485.00	\$79,789.00
2006-07	\$184,952,453.00	\$89,707.00
 CARRIER:	 GREAT AMERICAN INSURANCE GROUP (7971319)	
2007-08	\$196,150,453.00	\$76,631.00
 CARRIER:	 AFFILATED FM INSURANCE COMPANY (GQ064)	
2008-09	\$204,809,073.00	\$79,390.00
2009-10	\$191,470,308.00	\$71,951.00
2010-11	\$195,009,143.00	\$75,923.00

VIA METROPOLITAN TRANSIT
Risk Management Department
Schedule of Property Insurance Values

	Location Street Address	Zip Code	Occupancy	Construction	# of Stories	Values			Square Footage	Year Built or Acquired	Safety Features
						Buildings	Contents	Computers & EDP			
1	1021 San Pedro San Antonio, TX	78212	VIA Metropolitan Center Offices/Customer Service	Concrete Tilt Wall	2	\$6,037,451	\$187,242	\$1,219,000	58,974	1992: Original Kroger Store 1999: VIA Metro Center	1,3,4,6
2	800 W. Myrtle San Antonio, Texas	78212	VIA Administration Bldg Offices	Steel & Concrete Frame	2	\$6,466,854	\$2,019,494	\$2,192,205	33,380	1973: Administration Bldg. 1989: Administration Annex	1,4,6
3	1700-1814 N. Flores San Antonio, TX	78212	Maintenance Facility Offices	Masonry Non-combustible	1	\$12,708,271	\$6,851,371	\$358,918	112,990	1948: Maintenance Building 1965: Heavy unit repair shop	1,3,4,6
4	1814 1/2 N. Flores San Antonio, TX	78212	Service Stations/ Fueling Stations	Concrete Block w/ Corrugated Steel Canopies	1	\$3,561,848	\$699,329	\$835,000	18,986 (including covered area)	1948: North expansion 1987: South expansion 2004: Expansion	1,3,4,6
5	1814 N. Flores (rear) San Antonio, TX	78212	Bus Wash Unit North & Storage	Fiberglass Panel Walls w/ Metal Frame	1	\$188,198	\$339,695		1,976	1987: Chassis Steam Bldg. & Covered Area	1
6	1814 N. Flores (rear) San Antonio, TX	78212	Bus Wash Unit South and equipment	Fiberglass Panel Walls w/ Metal Frame	1	\$188,198	\$339,695		1,331	1987	1
7	1820 N. Flores (rear) San Antonio, TX	78212	Steam Building Heavy Duty	Concrete Block Walls	1	\$118,549	\$10,777		1,176	1965	
8	1820 N. Flores (rear) San Antonio, TX	78212	Steam Building Light Duty	Concrete Block w/ Fiberglass Walls	1	\$194,242	\$18,357		2,245	1965: Building & Covered Area	1
9	1814 N. Flores (rear) San Antonio, TX	78212	Battery Shop	Brick on Masonry	1	\$225,124	\$21,006		658	2003	1,3,4
10	1814 N. Flores (rear) San Antonio, TX	78212	Tire Shop and Maintenance	Brick over Concrete Block Walls	1	\$261,108	\$48,926		4,052	1988	1,3,4
11	1720 N. Flores San Antonio, TX	78212	Paint Facility	Masonry Walls w/ Brick	1	\$2,999,189	\$280,107	\$9,700	5,749	2008	1,3,4
12	627 W. Park Avenue San Antonio, TX	78212	Transit Police & Security Offices and Money Counting/ Storage	Brick on Masonry Walls	1	\$1,394,760	\$370,451	\$407,050	11,227	1962: Original structure. 1986: East. Expansion 1990: West expansion	1
13	711 W. Laurel San Antonio, TX	78212	Child Development Center & Records Archive	Masonry w/ Concrete Slab	1	\$875,069	\$71,122	\$68,250	7,498	1990: Remodeled	1,4,5,6
14	203 Fredericksburg Rd. San Antonio, TX	78212	Warehouse	Masonry	1	\$300,000	\$93,000	\$250		2008	1
15	350 E. Hoefgan San Antonio, TX	78210	Amtrak	Masonry	1	\$602,000 (Leased Out)	\$0	\$375	4,391	1990	1,4
16	210 Chestnut San Antonio, TX	78202	Ellis Alley Property	Frame	1	\$352,053 (Leased Out)	\$0		1,047		
17	212 Chestnut San Antonio, TX	78202	Ellis Alley Customer Information Center	Frame	1	\$485,088	\$5,264	\$52,750	1,604	1997	1,4,5
18	7107 New Hwy 90 W San Antonio, TX	78227	Kel-Lac Park-n-Ride	Concrete w/ Corrugated Metal	1	\$694,230	\$13,749	\$52,750	2,927	2004	1,4,5
19	151 Crossroads Blvd. Balcones Heights, TX	78201	Crossroads Park-n-Ride	Masonry	1	\$401,000	\$22,604	\$52,750	3,218	1988	1,4,5

ATTACHMENT B

	Location Street Address	Zip Code	Occupancy	Construction	# of Stories	Values			Square Footage	Year Built or Acquired	Safety Features
						Buildings	Contents	Computers & EDP			
20	1534 Cantrell Drive San Antonio, TX	78221	Frank Madla Transit & Wait Area/Offices		1	\$1,218,151	\$1,022,400	\$136,700	3,215	2008	1,4,5
21	1534 Cantrell Drive San Antonio, TX	78221	Frank Madla Transit Training Center			\$549,607		\$40,000	1,800	2008	1,4,5
22	7535 Merton Minter San Antonio, TX	78229	Medical Center Transfer Station		2	\$778,351 (lease improvements)	\$5,439	\$52,750		1998	1,5
23	TX DOT Transguide 3rd floor, S.A. TX	78229	Dispatch Operations		3	Pt of 1st flr & 3rd flr Leased to VIA	\$1,300,000	\$2,254,097	5,000	1995	1,4,6
24	211 W. Commerce San Antonio, TX	78205	Melrose Downtown Information Center			\$527,225	\$14,090	\$52,750	1,810	2008	1,3,5,6
25	7538 San Pedro San Antonio, TX	78216	North Star Transit Center	Concrete w/ Structural Al.	1	\$1,568,373	\$15,000	\$140,000	3,206	2010	1,4,5
TOTALS											
Total Insured Value (TIV) [Buildings, Contents and Computers/EDP]						\$64,369,352					
(1) Wall mounted fire extinguishers						(2) C02/Halon			(3) Sprinkler system		
						(4) Fire alarm system			(5) Security Alarm System		
									(6) Controlled Access		

updated March 2011

VIA's Revenue Bus Fleet Inventory as of May 30, 2010

ATTACHMENT C

1999 Chance Coach AH-28 LPG American Heritage Streetcars						
<u>CNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>
1	96	CHANCE	AH-28	1999	1C9S2LFS3XW535001	
1	97	CHANCE	AH-28	1999	1C9S2LFS5XW535002	
1	98	CHANCE	AH-28	1999	1C9S2LFS7XW535003	
1	99	CHANCE	AH-28	1999	1C9S2LFS9XW535004	
1	100	CHANCE	AH-28	1999	1C9S2LFS0XW535005	
					<u>Sub-Total</u>	<u>5</u>
					<u>Insured Value</u>	<u>Total Value</u>
					303,553	
					302,464	
					303,553	
					303,553	
					303,553	1,516,676
2005 Optima AH28ST Streetcars						
<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>
101	OPTIMA	AH28ST	2005	1Z9S2LVS75W216006		319,838
102	OPTIMA	AH28ST	2005	1Z9S2LVS95W216007		319,838
103	OPTIMA	AH28ST	2005	1Z9S2LVS05W216008		319,838
104	OPTIMA	AH28ST	2005	1Z9S2LVS25W216009		319,838
105	OPTIMA	AH28ST	2005	1Z9S2LVS95W216010		319,838
106	OPTIMA	AH28ST	2005	1Z9S2LVS05W216011		319,838
107	OPTIMA	AH28ST	2005	1Z9S2LVS25W216012		319,838
108	OPTIMA	AH28ST	2005	1Z9S2LVS45W216013		319,838
109	OPTIMA	AH28ST	2005	1Z9S2LVS65W216014		319,838
110	OPTIMA	AH28ST	2005	1Z9S2LVS85W216015		319,838
111	OPTIMA	AH28ST	2005	1Z9S2LVSX5W216016		319,838
112	OPTIMA	AH28ST	2005	1Z9S2LVS15W216017		319,838
113	OPTIMA	AH28ST	2005	1Z9S2LVS35W216018		319,838
114	OPTIMA	AH28ST	2005	1Z9S2LVS55W216019		319,838
					<u>Sub-Total</u>	<u>14</u>
					<u>Insured Value</u>	<u>4,477,732</u>
2003 New Flyer D40LF Low Floor Buses						
<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>
200	NEW FLYER	D40LF	2003	5FYD2LL133U025361		284,876
201	NEW FLYER	D40LF	2003	5FYD2LL153U025362		284,876
202	NEW FLYER	D40LF	2003	5FYD2LL173U025363		284,876
203	NEW FLYER	D40LF	2003	5FYD2LL193U025364		284,876
204	NEW FLYER	D40LF	2003	5FYD2LL103U025365		284,876
205	NEW FLYER	D40LF	2003	5FYD2LL123U025366		284,876
206	NEW FLYER	D40LF	2003	5FYD2LL143U025367		284,876
207	NEW FLYER	D40LF	2003	5FYD2LL163U025368		284,876
208	NEW FLYER	D40LF	2003	5FYD2LL183U025369		284,876
209	NEW FLYER	D40LF	2003	5FYD2LL143U025370		284,876
210	NEW FLYER	D40LF	2003	5FYD2LL163U025371		284,876
211	NEW FLYER	D40LF	2003	5FYD2LL183U025372		284,876
212	NEW FLYER	D40LF	2003	5FYD2LL1X3U025373		284,876
213	NEW FLYER	D40LF	2003	5FYD2LL113U025374		284,876
214	NEW FLYER	D40LF	2003	5FYD2LL133U025375		284,876
215	NEW FLYER	D40LF	2003	5FYD2LL153U025376		284,876
216	NEW FLYER	D40LF	2003	5FYD2LL173U025377		284,876
217	NEW FLYER	D40LF	2003	5FYD2LL193U025378		284,876
218	NEW FLYER	D40LF	2003	5FYD2LL103U025379		284,876

VIA's Revenue Bus Fleet Inventory as of May 30, 2010

CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	219	NEW FLYER	D40LF	2003	5FYD2LL173U025380		284,876	
1	220	NEW FLYER	D40LF	2003	5FYD2LL193U025381		284,876	
1	221	NEW FLYER	D40LF	2003	5FYD2LL103U025382		284,876	
1	222	NEW FLYER	D40LF	2003	5FYD2LL123U025383		284,876	
1	223	NEW FLYER	D40LF	2003	5FYD2LL143U025384		284,876	
1	224	NEW FLYER	D40LF	2003	5FYD2LL163U025385		284,876	
1	225	NEW FLYER	D40LF	2003	5FYD2LL183U025386		284,876	
1	226	NEW FLYER	D40LF	2003	5FYD2LL1X3U025387		284,876	
1	227	NEW FLYER	D40LF	2003	5FYD2LL113U025388		284,876	
1	228	NEW FLYER	D40LF	2003	5FYD2LL133U025389		284,876	
1	229	NEW FLYER	D40LF	2003	5FYD2LL1X3U025390		284,876	
1	230	NEW FLYER	D40LF	2003	5FYD2LL113U025391		284,876	
1	231	NEW FLYER	D40LF	2003	5FYD2LL133U025392		284,876	
1	232	NEW FLYER	D40LF	2003	5FYD2LL153U025393		284,876	
1	233	NEW FLYER	D40LF	2003	5FYD2LL173U025394		284,876	
1	234	NEW FLYER	D40LF	2003	5FYD2LL193U025395		284,876	
1	235	NEW FLYER	D40LF	2003	5FYD2LL103U025396		284,876	
1	236	NEW FLYER	D40LF	2003	5FYD2LL123U025397		284,876	
1	237	NEW FLYER	D40LF	2003	5FYD2LL143U025398		284,876	
1	238	NEW FLYER	D40LF	2003	5FYD2LL163U025399		284,876	
1	239	NEW FLYER	D40LF	2003	5FYD2LL193U025400		284,876	
1	240	NEW FLYER	D40LF	2003	5FYD2LL103U025401		284,876	
1	241	NEW FLYER	D40LF	2003	5FYD2LL123U025402		284,876	
1	242	NEW FLYER	D40LF	2003	5FYD2LL143U025403		284,876	
1	243	NEW FLYER	D40LF	2003	5FYD2LL163U025404		284,876	
1	244	NEW FLYER	D40LF	2003	5FYD2LL183U025405		284,876	
1	245	NEW FLYER	D40LF	2003	5FYD2LL1X3U025406		284,876	
1	246	NEW FLYER	D40LF	2003	5FYD2LL113U025407		284,876	
1	247	NEW FLYER	D40LF	2003	5FYD2LL133U025408		284,876	
1	248	NEW FLYER	D40LF	2003	5FYD2LL153U025409		284,876	
1	249	NEW FLYER	D40LF	2003	5FYD2LL111U025410		284,876	
1	250	NEW FLYER	D40LF	2003	5FYD2LL133U025411		284,876	
1	251	NEW FLYER	D40LF	2003	5FYD2LL153U025412		284,876	
1	252	NEW FLYER	D40LF	2003	5FYD2LL173U025413		284,876	
1	253	NEW FLYER	D40LF	2003	5FYD2LL193U025414		284,876	
1	254	NEW FLYER	D40LF	2003	5FYD2LL183U025415		284,876	
1	255	NEW FLYER	D40LF	2003	5FYD2LL123U025416		284,876	
1	256	NEW FLYER	D40LF	2003	5FYD2LL143U025417		284,876	
1	257	NEW FLYER	D40LF	2003	5FYD2LL163U025418		284,876	
1	258	NEW FLYER	D40LF	2003	5FYD2LL183U025419		284,876	
1	259	NEW FLYER	D40LF	2003	5FYD2LL143U025420		284,876	
1	260	NEW FLYER	D40LF	2003	5FYD2LL163U025421		284,876	
Sub-Total						61	17,377,436	

2005 New Flyer D40LF Low Floor Buses

CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value
1	261	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824
1	262	NEW FLYER	D40LF	2005	5FYD4FV135C028486		313,824
1	263	NEW FLYER	D40LF	2005	5FYD4FV155C028487		313,824

VIA's Revenue Bus Fleet Inventory as of May 30, 2010

<u>CNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>	<u>Total Value</u>
1	264	NEW FLYER	D40LF	2005	5FYD4FV175C028488		313,824	
1	265	NEW FLYER	D40LF	2005	5FYD4FV195C028489		313,824	
1	266	NEW FLYER	D40LF	2005	5FYD4FV155C028490		313,824	
1	267	NEW FLYER	D40LF	2005	5FYD4FV175C028491		313,824	
1	268	NEW FLYER	D40LF	2005	5FYD4FV195C028492		313,824	
1	269	NEW FLYER	D40LF	2005	5FYD4FV105C028493		313,824	
1	270	NEW FLYER	D40LF	2005	5FYD4FV125C028494		313,824	
1	271	NEW FLYER	D40LF	2005	5FYD4FV145C028495		313,824	
1	272	NEW FLYER	D40LF	2005	5FYD4FV165C028496		313,824	
1	273	NEW FLYER	D40LF	2005	5FYD4FV185C028497		313,824	
1	274	NEW FLYER	D40LF	2005	5FYD4FV1X5C028498		313,824	
1	275	NEW FLYER	D40LF	2005	5FYD4FV115C028499		313,824	
1	276	NEW FLYER	D40LF	2005	5FYD4FV145C028500		313,824	
1	277	NEW FLYER	D40LF	2005	5FYD4FV165C028501		313,824	
1	278	NEW FLYER	D40LF	2005	5FYD4FV185C028502		313,824	
1	279	NEW FLYER	D40LF	2005	5FYD4FV1X5C028503		313,824	
1	280	NEW FLYER	D40LF	2005	5FYD4FV115C028504		313,824	
1	281	NEW FLYER	D40LF	2005	5FYD4FV135C028505		313,824	
1	282	NEW FLYER	D40LF	2005	5FYD4FV155C028506		313,824	
1	283	NEW FLYER	D40LF	2005	5FYD4FV175C028507		313,824	
1	284	NEW FLYER	D40LF	2005	5FYD4FV195C028508		313,824	
1	285	NEW FLYER	D40LF	2005	5FYD4FV105C028509		313,824	
1	286	NEW FLYER	D40LF	2005	5FYD4FV175C028510		313,824	
1	287	NEW FLYER	D40LF	2005	5FYD4FV195C028511		313,824	
1	288	NEW FLYER	D40LF	2005	5FYD4FV105C028512		313,824	
1	289	NEW FLYER	D40LF	2005	5FYD4FV125C028513		313,824	
1	290	NEW FLYER	D40LF	2005	5FYD4FV145C028514		313,824	
1	291	NEW FLYER	D40LF	2005	5FYD4FV165C028515		313,824	
1	292	NEW FLYER	D40LF	2005	5FYD2LL143U025420		313,824	
1	293	NEW FLYER	D40LF	2005	5FYD4FV1X5C028517		313,824	
1	294	NEW FLYER	D40LF	2005	5FYD4FV115C028518		313,824	
1	295	NEW FLYER	D40LF	2005	5FYD4FV135C028519		313,824	
1	296	NEW FLYER	D40LF	2005	5FYD4FV1X5C028520		313,824	
1	297	NEW FLYER	D40LF	2005	5FYD4FV115C028521		313,824	
1	298	NEW FLYER	D40LF	2005	5FYD4FV135C028522		313,824	
1	299	NEW FLYER	D40LF	2005	5FYD4FV155C028423		313,824	
1	300	NEW FLYER	D40LF	2005	5FYD4FV175C028524		313,824	
1	301	NEW FLYER	D40LF	2005	5FYD4FV195C028525		313,824	
1	302	NEW FLYER	D40LF	2005	5FYD4FV105C028526		313,824	
1	303	NEW FLYER	D40LF	2005	5FYD4FV125C028527		313,824	
1	304	NEW FLYER	D40LF	2005	5FYD4FV145C028528		313,824	
1	305	NEW FLYER	D40LF	2005	5FYD4FV165C028529		313,824	
1	306	NEW FLYER	D40LF	2005	5FYD4FV125C028530		313,824	
1	307	NEW FLYER	D40LF	2005	5FYD4FV145C028531		313,824	
1	308	NEW FLYER	D40LF	2005	5FYD4FV165C028532		313,824	
1	309	NEW FLYER	D40LF	2005	5FYD4FV165C028533		313,824	
1	310	NEW FLYER	D40LF	2005	5FYD4FV1X5C028534		313,824	
1	311	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	312	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	

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CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	313	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	314	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	315	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	316	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	317	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	318	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	319	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	320	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	321	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	322	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	323	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
1	324	NEW FLYER	D40LF	2005	5FYD4FV145C028447		313,824	
					Sub-Total	64		20,084,736

14 - 2006 New Flyer D40LF Low Floor Buses

VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value
325	NEW FLYER	D40LF	2006	5FYD4FV146C030944		322,000
326	NEW FLYER	D40LF	2006	5FYD4FV166C030945		322,000
327	NEW FLYER	D40LF	2006	5FYD4FV186C030946		322,000
328	NEW FLYER	D40LF	2006	5FYD4FV1X6C030947		322,000
329	NEW FLYER	D40LF	2006	5FYD4FV116C030948		322,000
330	NEW FLYER	D40LF	2006	5FYD4FV136C030949		322,000
331	NEW FLYER	D40LF	2006	5FYD4FV1X6C030950		322,000
332	NEW FLYER	D40LF	2006	5FYD4FV116C030951		322,000
333	NEW FLYER	D40LF	2006	5FYD4FV136C030952		322,000
334	NEW FLYER	D40LF	2006	5FYD4FV156C030953		322,000
335	NEW FLYER	D40LF	2006	5FYD4FV176C030954		322,000
336	NEW FLYER	D40LF	2006	5FYD4FV196C030955		322,000
337	NEW FLYER	D40LF	2006	5FYD4FV106C030956		322,000
338	NEW FLYER	D40LF	2006	5FYD4FV126C030957		322,000
				Sub-Total	14	4,508,000

37 - 2008 New Flyer D40LF Low Floor Buses

VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value
339	NEW FLYER	D40LF	2008	5FYD4FV128C032873		343,000
340	NEW FLYER	D40LF	2008	5FYD4FV148C032874		343,000
341	NEW FLYER	D40LF	2008	5FYD4FV168C032875		343,000
342	NEW FLYER	D40LF	2008	5FYD4FV188C032876		343,000
343	NEW FLYER	D40LF	2008	5FYD4FV1X8C032877		343,000
344	NEW FLYER	D40LF	2008	5FYD4FV118C032878		343,000
345	NEW FLYER	D40LF	2008	5FYD4FV138C032879		343,000
346	NEW FLYER	D40LF	2008	5FYD4FV1X8C032880		343,000
347	NEW FLYER	D40LF	2008	5FYD4FV118C032881		343,000
348	NEW FLYER	D40LF	2008	5FYD4FV138C032882		343,000
349	NEW FLYER	D40LF	2008	5FYD4FV158C032883		343,000
350	NEW FLYER	D40LF	2008	5FYD4FV178C032884		343,000
351	NEW FLYER	D40LF	2008	5FYD4FV198C032885		343,000
352	NEW FLYER	D40LF	2008	5FYD4FV108C032886		343,000
353	NEW FLYER	D40LF	2008	5FYD4FV108C032886		343,000

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CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	354	NEW FLYER	D40LF	2008	5FYD4FV128C032887		343,000	
1	355	NEW FLYER	D40LF	2008	5FYD4FV148C032888		343,000	
1	356	NEW FLYER	D40LF	2008	5FYD4FV168C032889		343,000	
1	357	NEW FLYER	D40LF	2008	5FYD4FV128C032890		343,000	
1	358	NEW FLYER	D40LF	2008	5FYD4FV148C032891		343,000	
1	359	NEW FLYER	D40LF	2008	5FYD4FV168C032892		343,000	
1	360	NEW FLYER	D40LF	2008	5FYD4FV188C032893		343,000	
1	361	NEW FLYER	D40LF	2008	5FYD4FV1X8C032894		343,000	
1	362	NEW FLYER	D40LF	2008	5FYD4FV118C032895		343,000	
1	363	NEW FLYER	D40LF	2008	5FYD4FV138C032896		343,000	
1	364	NEW FLYER	D40LF	2008	5FYD4FV158C032897		343,000	
1	365	NEW FLYER	D40LF	2008	5FYD4FV178C032898		343,000	
1	366	NEW FLYER	D40LF	2008	5FYD4FV198C032899		343,000	
1	367	NEW FLYER	D40LF	2008	5FYD4FV118C032900		343,000	
1	368	NEW FLYER	D40LF	2008	5FYD4FV138C032901		343,000	
1	369	NEW FLYER	D40LF	2008	5FYD4FV158C032902		343,000	
1	370	NEW FLYER	D40LF	2008	5FYD4FV178C032903		343,000	
1	371	NEW FLYER	D40LF	2008	5FYD4FV198C032904		343,000	
1	372	NEW FLYER	D40LF	2008	5FYD4FV108C032905		343,000	
1	373	NEW FLYER	D40LF	2008	5FYD4FV128C032906		343,000	
1	374	NEW FLYER	D40LF	2008	5FYD4FV148C032907		343,000	
1	375	NEW FLYER	D40LF	2008	5FYD4FV168C032908		343,000	
					Sub-Total	37		12,691,000

80 - NABI 40 ft. Buses (1999)

VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value
1	NABI	40LFW-05	1999	1N9040055XA140002		245,290
1	NABI	40LFW-05	1999	1N9040057XA140003		245,290
1	NABI	40LFW-05	1999	1N9040059XA140004		245,290
1	NABI	40LFW-05	1999	1N9040050XA140005		245,290
1	NABI	40LFW-05	1999	1N9040052XA140006		245,290
1	NABI	40LFW-05	1999	1N9040054XA140007		245,290
1	NABI	40LFW-05	1999	1N9040056XA140008		245,290
1	NABI	40LFW-05	1999	1N9040058XA140009		245,290
1	NABI	40LFW-05	1999	1N9040054XA140010		245,290
1	NABI	40LFW-05	1999	1N9040056XA140011		245,290
1	NABI	40LFW-05	1999	1N9040058XA140012		245,290
1	NABI	40LFW-05	1999	1N9040055XA140013		245,290
1	NABI	40LFW-05	1999	1N9040051XA140014		245,290
1	NABI	40LFW-05	1999	1N9040053XA140015		245,290
1	NABI	40LFW-05	1999	1N9040055XA140016		245,290
1	NABI	40LFW-05	1999	1N9040057XA140017		245,290
1	NABI	40LFW-05	1999	1N9040059XA140018		245,290
1	NABI	40LFW-05	1999	1N9040050XA140019		245,290
1	NABI	40LFW-05	1999	1N9040057XA140020		245,290
1	NABI	40LFW-05	1999	1N9040059XA140021		245,290
1	NABI	40LFW-05	1999	1N9040050XA140022		245,290

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<u>CNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>	<u>Total Value</u>
1	751	NABI	40LFW-05	1999	1N9040052XA140023		245,290	
1	752	NABI	40LFW-05	1999	1N9040054XA140024		245,290	
1	753	NABI	40LFW-05	1999	1N9040056XA140025		245,290	
1	754	NABI	40LFW-05	1999	1N9040058XA140026		245,290	
1	755	NABI	40LFW-05	1999	1N904005XXA140027		245,290	
1	756	NABI	40LFW-05	1999	1N9040051XA140028		245,290	
1	757	NABI	40LFW-05	1999	1N9040053XA140029		245,290	
1	758	NABI	40LFW-05	1999	1N904005XXA140030		245,290	
1	759	NABI	40LFW-05	1999	1N9040051XA140031		245,290	
1	760	NABI	40LFW-05	1999	1N9040053XA140032		245,290	
1	761	NABI	40LFW-05	1999	1N9040055XA140033		245,290	
1	762	NABI	40LFW-05	1999	1N9040057XA140034		245,290	
1	763	NABI	40LFW-05	1999	1N9040059XA140035		245,290	
1	764	NABI	40LFW-05	1999	1N9040050XA140036		245,290	
1	765	NABI	40LFW-05	1999	1N9040052XA140037		245,290	
1	766	NABI	40LFW-05	1999	1N9040054XA140038		245,290	
1	767	NABI	40LFW-05	1999	1N9040056XA140039		245,290	
1	768	NABI	40LFW-05	1999	1N9040052XA140040		245,290	
1	769	NABI	40LFW-05	1999	1N9040054XA140041		245,290	
1	770	NABI	40LFW-05	1999	1N9040056XA140042		245,290	
1	771	NABI	40LFW-05	1999	1N9040058XA140043		245,290	
1	772	NABI	40LFW-05	1999	1N904005XXA140044		245,290	
1	773	NABI	40LFW-05	1999	1N9040051XA140045		245,290	
1	774	NABI	40LFW-05	1999	1N9040053XA140046		245,290	
1	775	NABI	40LFW-05	1999	1N9040055XA140047		245,290	
1	776	NABI	40LFW-05	1999	1N9040057XA140048		245,290	
1	777	NABI	40LFW-05	1999	1N9040059XA140049		245,290	
1	778	NABI	40LFW-05	1999	1N9040055XA140050		245,290	
1	779	NABI	40LFW-05	1999	1N9040057XA140051		245,290	
1	780	NABI	40LFW-05	1999	1N9040059XA140052		245,290	
1	781	NABI	40LFW-05	1999	1N9040050XA140053		245,290	
1	782	NABI	40LFW-05	1999	1N9040052XA140054		245,290	
1	783	NABI	40LFW-05	1999	1N9040054XA140055		245,290	
1	784	NABI	40LFW-05	1999	1N9040056XA140056		245,290	
1	785	NABI	40LFW-05	1999	1N9040058XA140057		245,290	
1	786	NABI	40LFW-05	1999	1N904005XXA140058		245,290	
1	787	NABI	40LFW-05	1999	1N9040051XA140059		245,290	
1	788	NABI	40LFW-05	1999	1N9040058XA140060		245,290	
1	789	NABI	40LFW-05	1999	1N904005XXA140061		245,290	
1	790	NABI	40LFW-05	1999	1N9040051XA140062		245,290	
1	791	NABI	40LFW-05	1999	1N9040053XA140063		245,290	
1	792	NABI	40LFW-05	1999	1N9040055XA140064		245,290	
1	793	NABI	40LFW-05	1999	1N9040057XA140065		245,290	
1	794	NABI	40LFW-05	1999	1N9040059XA140066		245,290	
1	795	NABI	40LFW-05	1999	1N9040050XA140067		245,290	
1	796	NABI	40LFW-05	1999	1N9040052XA140068		245,290	

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<u>QNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>	<u>Total Value</u>
1	797	NABI	40LFW-05	1999	1N9040054XA140069		245,290	
1	798	NABI	40LFW-05	1999	1N9040050XA140070		245,290	
1	799	NABI	40LFW-05	1999	1N9040052XA140071		245,290	
1	800	NABI	40LFW-05	1999	1N9040054XA140072		245,290	
1	801	NABI	40LFW-05	1999	1N9040056XA140073		245,290	
1	802	NABI	40LFW-05	1999	1N9040058XA140074		245,290	
1	803	NABI	40LFW-05	1999	1N904005XXA140075		245,290	
1	804	NABI	40LFW-05	1999	1N9040051XA140076		245,290	
1	805	NABI	40LFW-05	1999	1N9040053XA140077		245,290	
1	806	NABI	40LFW-05	1999	1N9040055XA140078		245,290	
1	807	NABI	40LFW-05	1999	1N9040057XA140079		245,290	
1	808	NABI	40LFW-05	1999	1N9040053XA140080		245,290	
1	809	NABI	40LFW-05	1999	1N9040054XA14001		245,290	
Sub-Total						80		19,623,200

137 NABI 40 ft. buses (2001)

<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>
1	810	NABI	2001	1N9040059YA140585		253,278
1	811	NABI	2001	1N9040050YA140586		253,278
1	812	NABI	2001	1N9040052YA140587		253,278
1	813	NABI	2001	1N9040054YA140588		253,278
1	814	NABI	2001	1N9040056YA140589		253,278
1	815	NABI	2001	1N9040052YA140590		253,278
1	816	NABI	2001	1N9040054YA140591		253,278
1	817	NABI	2001	1N9040056YA140592		253,278
1	818	NABI	2001	1N9040058YA140593		253,278
1	819	NABI	2001	1N904005XYA140594		253,278
1	820	NABI	2001	1N9040051YA140595		253,278
1	821	NABI	2001	1N9040053YA140596		253,278
1	822	NABI	2001	1N9040055YA140597		253,278
1	823	NABI	2001	1N9040057YA140598		253,278
1	824	NABI	2001	1N9040050YA140599		253,278
1	825	NABI	2001	1N9040051YA140600		253,278
1	826	NABI	2001	1N9040053YA140601		253,278
1	827	NABI	2001	1N9040055YA140602		253,278
1	828	NABI	2001	1N9040057YA140603		253,278
1	829	NABI	2001	1N9040059YA140604		253,278
1	830	NABI	2001	1N9040050YA140605		253,278
1	831	NABI	2001	1N9040052YA140606		253,278
1	832	NABI	2001	1N9040054YA140607		253,278
1	833	NABI	2001	1N9040056YA140608		253,278
1	834	NABI	2001	1N9040058YA140609		253,278
1	835	NABI	2001	1N9040054YA140610		253,278
1	836	NABI	2001	1N9040056YA140611		253,278
1	837	NABI	2001	1N9040058YA140612		253,278
1	838	NABI	2001	1N904005ZYA140613		253,278

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<u>CNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>	<u>Total Value</u>
1	839	NABI	40LFW-05	2001	1N9040051YA140614		253,278	
1	840	NABI	40LFW-05	2001	1N9040053YA140615		253,278	
1	841	NABI	40LFW-05	2001	1N9040055YA140616		253,278	
1	842	NABI	40LFW-05	2001	1N9040057YA140617		253,278	
1	843	NABI	40LFW-05	2001	1N9040059YA140618		253,278	
1	844	NABI	40LFW-05	2001	1N9040050YA140619		253,278	
1	845	NABI	40LFW-05	2001	1N9040067YA140620		253,278	
1	846	NABI	40LFW-05	2001	1N9040059YA140621		253,278	
1	847	NABI	40LFW-05	2001	1N9040050YA140622		253,278	
1	848	NABI	40LFW-05	2001	1N9040052YA140623		253,278	
1	849	NABI	40LFW-05	2001	1N9040054YA140624		253,278	
1	850	NABI	40LFW-05	2001	1N9040056YA140625		253,278	
1	851	NABI	40LFW-05	2001	1N9040058YA140626		253,278	
1	852	NABI	40LFW-05	2001	1N904005XYA140627		253,278	
1	853	NABI	40LFW-05	2001	1N9040051YA140628		253,278	
1	854	NABI	40LFW-05	2001	1N9040053YA140629		253,278	
1	855	NABI	40LFW-05	2001	1N904005XYZ140630		253,278	
1	856	NABI	40LFW-05	2001	1N9040051YA140631		253,278	
1	857	NABI	40LFW-05	2001	1N9040053YA140632		253,278	
1	858	NABI	40LFW-05	2001	1N9040055YA140633		253,278	
1	859	NABI	40LFW-05	2001	1N9040057YA140634		253,278	
1	860	NABI	40LFW-05	2001	1N9040059YA140635		253,278	
1	861	NABI	40LFW-05	2001	1N9040050YA140636		253,278	
1	862	NABI	40LFW-05	2001	1N9040052YA140637		253,278	
1	863	NABI	40LFW-05	2001	1N9040054YA140638		253,278	
1	864	NABI	40LFW-05	2001	1N9040056YA140639		253,278	
1	865	NABI	40LFW-05	2001	1N9040052YA140640		253,278	
1	866	NABI	40LFW-05	2001	1N9040054YA140641		253,278	
1	867	NABI	40LFW-05	2001	1N9040056YA140642		253,278	
1	868	NABI	40LFW-05	2001	1N9040058YA140643		253,278	
1	869	NABI	40LFW-05	2001	1N904005XYA140644		253,278	
1	870	NABI	40LFW-05	2001	1N9040051YA140645		253,278	
1	871	NABI	40LFW-05	2001	1N9040053YA140646		253,278	
1	872	NABI	40LFW-05	2001	1N9040055YA140647		253,278	
1	873	NABI	40LFW-05	2001	1N9040057YA140648		253,278	
1	874	NABI	40LFW-05	2001	1N9040059YA140649		253,278	
1	875	NABI	40LFW-05	2001	1N9040055YA140650		253,278	
1	876	NABI	40LFW-05	2001	1N9040057YA140651		253,278	
1	877	NABI	40LFW-05	2001	1N9040059YA140652		253,278	
1	878	NABI	40LFW-05	2001	1N9040050YA140653		253,278	
1	879	NABI	40LFW-05	2001	1N9040052YA140654		253,278	
1	880	NABI	40LFW-05	2001	1N9040054YA140655		253,278	
1	881	NABI	40LFW-05	2001	1N9040056YA140656		253,278	
1	882	NABI	40LFW-05	2001	1N9040058YA140657		253,278	
1	883	NABI	40LFW-05	2001	1N904005XYA140658		253,278	
1	884	NABI	40LFW-05	2001	1N9040051YA140659		253,278	

VIA's Revenue Bus Fleet Inventory as of May 30, 2010

CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	885	NABI	40LFW-05	2001	1N9040058YA140660		253,278	
1	886	NABI	40LFW-05	2001	1N904005XYA140661		253,278	
1	887	NABI	40LFW-05	2001	1N9040051YA140662		253,278	
1	888	NABI	40LFW-05	2001	1N9040053YA140663		253,278	
1	889	NABI	40LFW-05	2001	1N9040055YA140664		253,278	
1	890	NABI	40LFW-05	2001	1N9040051A140280		253,278	
1	891	NABI	40LFW-05	2001	1N9040053A140281		253,278	
1	892	NABI	40LFW-05	2001	1N9040055A140282		253,278	
1	893	NABI	40LFW-05	2001	1N9040057A140283		253,278	
1	894	NABI	40LFW-05	2001	1N9040059A140284		253,278	
1	895	NABI	40LFW-05	2001	1N9040050A140285		253,278	
1	896	NABI	40LFW-05	2001	1N9040052A140286		253,278	
1	897	NABI	40LFW-05	2001	1N9040054A140287		253,278	
1	898	NABI	40LFW-05	2001	1N9040056A140288		253,278	
1	899	NABI	40LFW-05	2001	1N9040058A140289		253,278	
1	900	NABI	40LFW-05	2001	1N9040054A140290		253,278	
1	901	NABI	40LFW-05	2001	1N9040056A140291		253,278	
1	902	NABI	40LFW-05	2001	1N9040058A140292		253,278	
1	903	NABI	40LFW-05	2001	1N904005X1A140293		253,278	
1	904	NABI	40LFW-05	2001	1N9040051A140294		253,278	
1	905	NABI	40LFW-05	2001	1N9040053A140295		253,278	
1	906	NABI	40LFW-05	2001	1N9040055A140296		253,278	
1	907	NABI	40LFW-05	2001	1N9040057A140297		253,278	
1	908	NABI	40LFW-05	2001	1N9040059A140298		253,278	
1	909	NABI	40LFW-05	2001	1N9040050A140299		253,278	
1	910	NABI	40LFW-05	2001	1N9040053A140300		253,278	
1	911	NABI	40LFW-05	2001	1N9040055A140301		253,278	
1	912	NABI	40LFW-05	2001	1N9040057A140302		253,278	
1	913	NABI	40LFW-05	2001	1N9040059A140303		253,278	
1	914	NABI	40LFW-05	2001	1N9040050A140304		253,278	
1	915	NABI	40LFW-05	2001	1N9040052A140305		253,278	
1	916	NABI	40LFW-05	2001	1N9040054A140306		253,278	
1	917	NABI	40LFW-05	2001	1N9040056A140307		253,278	
1	918	NABI	40LFW-05	2001	1N9040058A140308		253,278	
1	919	NABI	40LFW-05	2001	1N904005X1A140309		253,278	
1	920	NABI	40LFW-05	2001	1N9040056A140310		253,278	
1	921	NABI	40LFW-05	2001	1N9040058A140311		253,278	
1	922	NABI	40LFW-05	2001	1N904005X1A140312		253,278	
1	923	NABI	40LFW-05	2001	1N9040051A140313		253,278	
1	924	NABI	40LFW-05	2001	1N9040053A140314		253,278	
1	925	NABI	40LFW-05	2001	1N9040055A140315		253,278	
1	926	NABI	40LFW-05	2001	1N9040057A140316		253,278	
1	927	NABI	40LFW-05	2001	1N9040059A140317		253,278	
1	928	NABI	40LFW-05	2001	1N9040050A140318		253,278	
1	929	NABI	40LFW-05	2001	1N9040052A140319		253,278	
1	930	NABI	40LFW-05	2001	1N9040059A140320		253,278	

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CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	931	NABI	40LFW-05	2001	1N90400501A140321		253,278	
1	932	NABI	40LFW-05	2001	1N90400521A140322		253,278	
1	933	NABI	40LFW-05	2001	1N90400541A140323		253,278	
1	934	NABI	40LFW-05	2001	1N90400561A140324		253,278	
1	935	NABI	40LFW-05	2001	1N90400581A140325		253,278	
1	936	NABI	40LFW-05	2001	1N904005X1A140326		253,278	
1	937	NABI	40LFW-05	2001	1N90400511A140327		253,278	
1	938	NABI	40LFW-05	2001	1N90400531A140328		253,278	
1	939	NABI	40LFW-05	2001	1N90400551A140329		253,278	
1	940	NABI	40LFW-05	2001	1N90400511A140330		253,278	
1	941	NABI	40LFW-05	2001	1N90400531A140331		253,278	
1	942	NABI	40LFW-05	2001	1N90400551A140332		253,278	
1	943	NABI	40LFW-05	2001	1N90400571A140333		253,278	
1	944	NABI	40LFW-05	2001	1N90400591A140334		253,278	
1	945	NABI	40LFW-05	2001	1N90400501A140335		253,278	
1	946	NABI	40LFW-05	2001	1N90400521A140336		253,278	
					Sub-Total	137		34,699,086
4 NABI 40 ft. CNG buses (2010)								
VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value		
1	947	NABI	40LFW-49	1N940491X9A140276		439,843		
1	948	NABI	40LFW-49	1N94049119A140277		439,843		
1	949	NABI	40LFW-49	1N94049139A140278		439,843		
1	950	NABI	40LFW-49	1N94049159A140279		439,843		
				Sub-Total	4			1,759,372
30 New Flyer 40 ft. Hybrid buses (2010)								
VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value		
1	376	New Flyer	2010	5FYH5FV12AC037236		594,257.99		
1	377	New Flyer	2010	5FYH5FV14AC037237		594,257.99		
1	378	New Flyer	2010	5FYH5FV16AC037238		594,257.99		
1	379	New Flyer	2010	5FYH5FV18AC037239		594,257.99		
1	380	New Flyer	2010	5FYH5FV14AC037240		594,257.99		
1	381	New Flyer	2010	5FYH5FV16AC037241		594,257.99		
1	382	New Flyer	2010	5FYH5FV18AC037242		594,257.99		
1	383	New Flyer	2010	5FYH5FV1XAC037243		594,257.99		
1	384	New Flyer	2010	5FYH5FV11AC037244		594,257.99		
1	385	New Flyer	2010	5FYH5FV13AC037245		594,257.99		
1	386	New Flyer	2010	5FYH5FV15AC037246		594,257.99		
1	387	New Flyer	2010	5FYH5FV17AC037247		594,257.99		
1	388	New Flyer	2010	5FYH5FV19AC037248		594,257.99		
1	389	New Flyer	2010	5FYH5FV10AC037249		594,257.99		
1	390	New Flyer	2010	5FYH5FV17AC037250		594,257.99		
1	391	New Flyer	2010	5FYH5FV19AC037251		594,257.99		
1	392	New Flyer	2010	5FYH5FV10AC037252		594,257.99		
1	393	New Flyer	2010	5FYH5FV12AC037253		594,257.99		

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CNT	VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number	Active Fleet	Insured Value	Total Value
1	394	New Flyer	DE40LFR	2010	5FYH5FV14AC037254		594,257.99	
1	395	New Flyer	DE40LFR	2010	5FYH5FV16AC037255		594,257.99	
1	396	New Flyer	DE40LFR	2010	5FYH5FV18AC037256		594,257.99	
1	397	New Flyer	DE40LFR	2010	5FYH5FV1XAC037257		594,257.99	
1	398	New Flyer	DE40LFR	2010	5FYH5FV11AC037258		594,257.99	
1	399	New Flyer	DE40LFR	2010	5FYH5FV13AC037259		594,257.99	
1	400	New Flyer	DE40LFR	2010	5FYH5FV1XAC037260		594,257.99	
1	401	New Flyer	DE40LFR	2010	5FYH5FV11AC037261		594,257.99	
1	402	New Flyer	DE40LFR	2010	5FYH5FV13AC037262		594,257.99	
1	403	New Flyer	DE40LFR	2010	5FYH5FV15AC037263		594,257.99	
1	404	New Flyer	DE40LFR	2010	5FYH5FV17AC037264		594,257.99	
1	405	New Flyer	DE40LFR	2010	5FYH5FV19AC037265	30	594,257.99	17,827,740
TOTAL ACTIVE FLEET						446		134,564,978

BUSES IN INACTIVE FLEET						INACTIVE FLEET	Insured Value
VEH ID	MAKE	MODEL	YEAR	Serial or Motor Number			
1	TMC	RTS T70206	1988	7JR825743			120,000
1	TMC	RTS T70206	1988	2JR825746			120,000
1	TMC	RTS T70206	1988	4JR825747			120,000
1	TMC	RTS T70206	1988	8JR825752			120,000
1	TMC	RTS T70206	1988	9JR825758			120,000
1	TMC	RTS T70206	1988	7JR825760			120,000
1	TMC	RTS T70206	1988	4JR825764			120,000
1	TMC	RTS T70206	1988	6JR825765			120,000
1	TMC	RTS T70206	1988	XJR825757			120,000
1	TMC	RTS T70206	1988	1JR825768			120,000
1	TMC	RTS T70206	1988	7JR825774			120,000
1	TMC	T-80206	1992	3NR887515			178,000
1	TMC	T-80206	1992	9NR828517			178,000
1	TMC	T-80206	1992	4NR828523			178,000
1	TMC	T-80206	1992	6NR828524			178,000
1	TMC	T-80206	1992	7NR828533			178,000
1	TMC	T-80206	1992	ONR828535			178,000
1	TMC	T-80206	1992	6NR828541			178,000
1	CHAMPION	SOLO	2000	4VZHR0397YC028552			242,561
1	CHAMPION	SOLO	1998	4VZNN0596WC028549			242,561
TOTAL BUSES IN INACTIVE FLEET						20	3,051,122

1	85	CHANCE	VS24	1983	OUT OF SERVICE 01/11/06	5,000
TOTAL BUSES OUT OF SERVICE - PENDING DISPOSAL						1
TOTAL BUSES OUT OF SERVICE - PENDING DISPOSAL						5,000

VIA's Revenue Bus Fleet Inventory as of May 30, 2010

<u>CNT</u>	<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>Serial or Motor Number</u>	<u>Active Fleet</u>	<u>Insured Value</u>	<u>Total Value</u>
1	753	GMC	TDH4519	1966	HISTORICAL BUS (New Bus #9900)		5,000	
1	317	GMC	RTS TH8201	1978	HISTORICAL BUS (New Bus #9901)		5,000	
1	77	CHANCE	VS24	1983	HISTORICAL BUS (New Bus #9902)		5,000	
1	1954	FLX	FTP-35	1954	HISTORICAL BUS (New Bus #9903)		5,000	
TOTAL HISTORICAL BUSES						4		20,000
TOTAL BUSES						471		137,641,100

VIA's Paratransit Fleet Inventory as of May 30, 2010

ATTACHMENT D

<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>	<u>INSURED VALUE</u>	<u>TOTAL VALUE</u>
V-0254	FORD	ECONOLINE	1998	1FBNE31Z2WHB22833	1	20,000	20,000
				Sub-Total			\$
<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>	<u>INSURED VALUE</u>	<u>TOTAL VALUE</u>
V-0255	CHEVROLET	CH250FL	2006	1GBE4V1G76F411926		77,500	
V-0256	CHEVROLET	CH250FL	2006	1GBE4V1G26F413373		77,500	
V-0257	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412830		77,500	
V-0258	CHEVROLET	CH250FL	2006	1GBE4V1G46F413228		77,500	
V-0259	CHEVROLET	CH250FL	2006	1GBE4V1G46F413245		77,500	
V-0260	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413136		77,500	
V-0261	CHEVROLET	CH250FL	2006	1GBE4V1G26F412868		77,500	
V-0262	CHEVROLET	CH250FL	2006	1GBE4V1G26F413289		77,500	
V-0263	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413105		77,500	
V-0264	CHEVROLET	CH250FL	2006	1GBE4V1G56F413318		77,500	
V-0265	CHEVROLET	CH250FL	2006	1GBE4V1G26F412448		77,500	
V-0266	CHEVROLET	CH250FL	2006	1GBE4V1G76F412509		77,500	
V-0267	CHEVROLET	CH250FL	2006	1GBE4V1G16F412344		77,500	
V-0268	CHEVROLET	CH250FL	2006	1GBE4V1G86F412406		77,500	
V-0269	CHEVROLET	CH250FL	2006	1GBE4V1G46F412046		77,500	
V-0270	CHEVROLET	CH250FL	2006	1GBE4V1G16F411971		77,500	
V-0271	CHEVROLET	CH250FL	2006	1GBE4V1G66F412095		77,500	
V-0272	CHEVROLET	CH250FL	2006	1GBE4V1G96F411958		77,500	
V-0273	CHEVROLET	CH250FL	2006	1GBE4V1G16F412182		77,500	
V-0274	CHEVROLET	CH250FL	2006	1GBE4V1G16F412022		77,500	
V-0275	CHEVROLET	CH250FL	2006	1GBE4V1G26F412319		77,500	
V-0276	CHEVROLET	CH250FL	2006	1GBE4V1G46F412368		77,500	
V-0277	CHEVROLET	CH250FL	2006	1GBE4V1G76F412042		77,500	
V-0278	CHEVROLET	CH250FL	2006	1GBE4V1G76F412488		77,500	
V-0279	CHEVROLET	CH250FL	2006	1GBE4V1G76F411814		77,500	
V-0280	CHEVROLET	CH250FL	2006	1GBE4V1G96F411880		77,500	
V-0281	CHEVROLET	CH250FL	2006	1GBE4V1G56F412413		77,500	
V-0282	CHEVROLET	CH250FL	2006	1GBE4V1G86F412843		77,500	
V-0283	CHEVROLET	CH250FL	2006	1GBE4V1G36F411941		77,500	
V-0284	CHEVROLET	CH250FL	2006	1GBE4V1G16F412103		77,500	
V-0285	CHEVROLET	CH250FL	2006	1GBE4V1G66F412274		77,500	
V-0286	CHEVROLET	CH250FL	2006	1GBE4V1G86F412387		77,500	

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<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>		<u>INSURED VALUE</u>		<u>TOTAL VALUE</u>
V-0287	CHEVROLET	CH250FL	2006	1GBE4V1G16F412165				77,500	
V-0288	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412265				77,500	
V-0289	CHEVROLET	CH250FL	2006	1GBE4V1G16F412117				77,500	
V-0290	CHEVROLET	CH250FL	2006	1GBE4V1G86F412308				77,500	
V-0291	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412553				77,500	
V-0292	CHEVROLET	CH250FL	2006	1GBE4V1G96F412690				77,500	
V-0293	CHEVROLET	CH250FL	2006	1GBE4V1G86F412521				77,500	
V-0294	CHEVROLET	CH250FL	2006	1GBE4V1G26F413003				77,500	
V-0295	CHEVROLET	CH250FL	2006	1GBE4V1G56F412587				77,500	
V-0296	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412679				77,500	
V-0297	CHEVROLET	CH250FL	2006	1GBE4V1G16F412795				77,500	
V-0298	CHEVROLET	CH250FL	2006	1GBE4V1G66F413201				77,500	
V-0299	CHEVROLET	CH250FL	2006	1GBE4V1G56F413254				77,500	
V-0300	CHEVROLET	CH250FL	2006	1GBE4V1G36F412894				77,500	
V-0301	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412925				77,500	
V-0302	CHEVROLET	CH250FL	2006	1GBE4V1G86F413605				77,500	
V-0303	CHEVROLET	CH250FL	2006	1GBE4V1G16F412358				77,500	
V-0304	CHEVROLET	CH250FL	2006	1GBE4V1G96F412608				77,500	
V-0305	CHEVROLET	CH250FL	2006	1GBE4V1G16F413557				77,500	
V-0306	CHEVROLET	CH250FL	2006	1GBE4V1G36F413155				77,500	
V-0307	CHEVROLET	CH250FL	2006	1GBE4V1G06F412769				77,500	
V-0308	CHEVROLET	CH250FL	2006	1GBE4V1G46F413391				77,500	
V-0309	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413184				77,500	
V-0310	CHEVROLET	CH250FL	2006	1GBE4V1G46F413119				77,500	
V-0311	CHEVROLET	CH250FL	2006	1GBE4V1G96F413046				77,500	
V-0312	CHEVROLET	CH250FL	2006	1GBE4V1G56F412203				77,500	
V-0313	CHEVROLET	CH250FL	2006	1GBE4V1G26F412532				77,500	
V-0314	CHEVROLET	CH250FL	2006	1GBE4V1G06F411914				77,500	
V-0315	CHEVROLET	CH250FL	2006	1GBE4V1G96F413273				77,500	
V-0316	CHEVROLET	CH250FL	2006	1GBE4V1G26F413597				77,500	
V-0317	CHEVROLET	CH250FL	2006	1GBE4V1G86F412076				77,500	
V-0318	CHEVROLET	CH250FL	2006	1GBE4V1G86F412633				77,500	
V-0319	CHEVROLET	CH250FL	2006	1GBE4V1G96F413600				77,500	
V-0320	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413511				77,500	
V-0321	CHEVROLET	CH250FL	2006	1GBE4V1G46F412807				77,500	
V-0322	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413170				77,500	
V-0323	CHEVROLET	CH250FL	2006	1GBE4V1G86F413331				77,500	
V-0324	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413573				77,500	
V-0325	CHEVROLET	CH250FL	2006	1GBE4V1G86F413426				77,500	

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<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>	<u>INSURED VALUE</u>	<u>TOTAL VALUE</u>
V-0326	CHEVROLET	CH250FL	2006	1GBE4V1G66F412937		77,500	
V-0327	CHEVROLET	CH250FL	2006	1GBE4V1G86F412776		77,500	
V-0328	CHEVROLET	CH250FL	2006	1GBE4V1GX6F413413		77,500	
V-0329	CHEVROLET	CH250FL	2006	1GBE4V1G46F413567		77,500	
V-0330	CHEVROLET	CH250FL	2006	1GBE4V1G36F412622		77,500	
V-0331	CHEVROLET	CH250FL	2006	1GBE4V1G26F412577		77,500	
V-0332	CHEVROLET	CH250FL	2006	1GBE4V1G56F413562		77,500	
V-0333	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412729		77,500	
V-0334	CHEVROLET	CH250FL	2006	1GBE4V1G56F413433		77,500	
V-0335	CHEVROLET	CH250FL	2006	1GBE4V1G16F412537		77,500	
V-0336	CHEVROLET	CH250FL	2006	1GBE4V1G66F413537		77,500	
V-0337	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412715		77,500	
V-0338	CHEVROLET	CH250FL	2006	1GBE4V1G76F413367		77,500	
V-0339	CHEVROLET	CH250FL	2006	1GBE4V1G46F413519		77,500	
V-0340	CHEVROLET	CH250FL	2006	1GBE4V1G16F412845		77,500	
V-0341	CHEVROLET	CH250FL	2006	1GBE4V1G66F412257		77,500	
V-0342	CHEVROLET	CH250FL	2006	1GBE4V1G26F412904		77,500	
V-0343	CHEVROLET	CH250FL	2006	1GBE4V1G66F413523		77,500	
V-0344	CHEVROLET	CH250FL	2006	1GBE4V1GX6F412391		77,500	
V-0345	CHEVROLET	CH250FL	2006	1GBE4V1G66F413523		77,500	
V-0346	CHEVROLET	CH250FL	2006	1GBE4V1G66F413294		77,500	
V-0347	CHEVROLET	CH250FL	2006	1GBE4V1G06F431503		77,500	
V-0348	CHEVROLET	CH250FL	2006	1GBE4V1G46F413486		77,500	
V-0349	CHEVROLET	CH250FL	2006	1GBE4V1G06F413064		77,500	
V-0350	CHEVROLET	CH250FL	2006	1GBE4V1G96F413192		77,500	
V-0351	CHEVROLET	CH250FL	2006	1GBE4V1G46F412435		77,500	
V-0352	CHEVROLET	CH250FL	2006	1GBE4V1G66F413442		77,500	
V-0353	CHEVROLET	CH250FL	2006	1GBE4V1G06F413579		77,500	
V-0354	CHEVROLET	CH250FL	2006	1GBE4V1G56F411844		77,500	
V-0355	CHEVROLET	CH250FL	2006	1GBE4V1G06F413470		77,500	
V-0356	CHEVROLET	CH250FL	2006	1GBE4V1G26F412790		77,500	
V-0357	CHEVROLET	CH250FL	2006	1GBE4V1G76F412073		77,500	
V-0358	CHEVROLET	CH250FL	2006	1GBE4V1G26F412644		77,500	
				Sub-Total	104	\$	8,060,000
				TOTAL PARATRANSIT ACTIVE FLEET	105	\$	8,080,000

1994 Chevrolet Grand Challenger Paratransit Vans

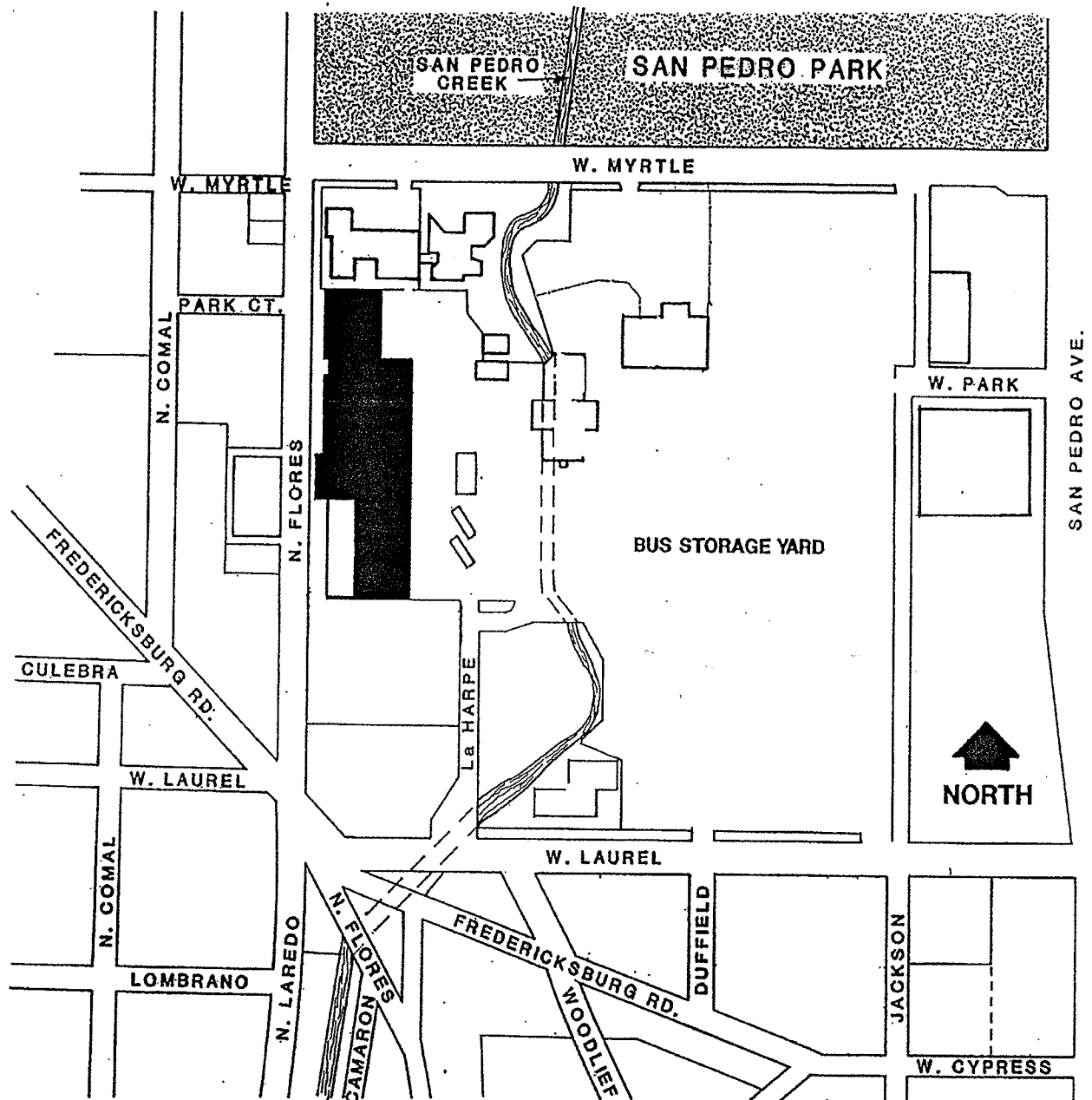
<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>	<u>INSURED VALUE</u>	<u>TOTAL VALUE</u>
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VIA's Paratransit Fleet Inventory as of May 30, 2010

<u>VEH ID</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SERIAL OR MOTOR NUMBER</u>	<u>ACTIVE FLEET</u>	<u>INSURED VALUE</u>	<u>TOTAL VALUE</u>
V-0203	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 09/30/2006		500	
V-0213	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 09/30/2006		500	
V-0225	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 09/30/2006		500	
V-0228	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 09/13/2006		500	
V-0230	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 06/16/2006		500	
V-0238	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 07/21/2006		500	
V-0246	CHEVROLET	GRD/CHLGR	1994	Removed from revenue service 09/30/2006		500	
TOTAL PARATRANSIT VANS REMOVED FROM REVENUE SERVICE AND PENDING DISPOSAL					7		\$ 3,500
TOTAL VANS ON PREMISE					112		\$ 8,083,500

SUMMARY SCHEDULE

Description	Qty	Insured Value	Total Insured Value
1999 Chance Streetcar	1	\$ 302,464	302,464
1999 Chance Streetcars	4	303,553	1,214,212
Optima Streetcars (2005)	14	319,838	4,477,732
New Flyer Buses (2003)	61	284,876	17,377,436
40 ft. New Flyer Buses (2005)	64	313,824	20,084,736
40 ft. New Flyer Buses (2006)	14	322,000	4,508,000
40 ft. New Flyer Buses (2008)	37	343,000	12,691,000
40 ft. NABI Buses (1999)	80	245,290	19,623,200
40 ft. NABI Buses (2001)	137	253,278	34,699,086
40 ft. CNG NABI Buses (2010)	4	439,843	1,759,372
40 ft. Diesel/Electric Hybrid (2010)	30	594,257.99	17,827,740
	446		134,564,978
Inactive Fleet			
RTS-06 35 ft. Buses (1988)	12	120,000	1,440,000
TMC-40 ft. RTS Buses (1992)	7	178,000	1,246,000
30 ft. Champion Buses (1998)	1	242,561	242,561
30 ft. Champion Buses (2000)	1	242,561	242,561
1983 Chance Streetcar (#85)	1	5,000	5,000 out of service for VIA museum
1983 Chance Streetcar (#77)	1	5,000	5,000 out of service and planned disposal
1966 GMC 45 Passenger Bus (#753)	1	5,000	5,000 out of service for VIA museum
1978 RTS01 Passenger Bus (#317)	1	5,000	5,000 out of service for VIA museum
1954 44 Passenger Bus (1954)	1	5,000	5,000 out of service for VIA museum
1994 Paratransit Vans	7	500	3,500 out of service and planned disposal
	33		3,199,622
Paratransit			
2006 Challenger Chevrolet Vans	104	77,500	8,060,000
1998 Econoline Van	1	20,000	20,000
	105		8,080,000
Grand Total	584		145,844,600



VIA Headquarters Site

Prior to the time and date indicated in the bid document, Bids/Proposals are to be delivered to the Contracting Officer at VIA's Procurement Department, VIA Metropolitan Transit, 1720 N. Flores Street, San Antonio, TX 78212. The blackened box on the map denotes the location for bid/proposal drop-off.