

Goods Lines								
Line Number	Item Name	Supplier Item Identifier	Description	Due Date	Unit of Measure	Quantity	Unit Price	Line Amount
1			Optimal EV S1 - 4-5C - 25' Light Transit Vehicle - EV		Each	2	\$387,221.61	\$774,443.22
DEN is looking to replace the current contractors CNG cutaway buses with eight electric buses. These cutaway buses will service the East and West Economy parking lots transporting to and from the main terminal. These cutaway buses will be purchased by the airport and leases back to the contractor to operate and maintain. These cost incurred by the the contractor will be a direct reimbursable cost under the contract, paid by DEN.								
2			Optimal EV S1 - 4-5C - 25' Light Transit Vehicle - EV		Each	6	\$387,221.61	\$2,323,329.6
DEN is looking to replace the current contractors CNG cutaway buses with eight electric buses. These cutaway buses will service the East and West Economy parking lots transporting to and from the main terminal. These cutaway buses will be purchased by the airport and leases back to the contractor to operate and maintain. These cost incurred by the the contractor will be a direct reimbursable cost under the contract, paid by DEN.								

SEE EXHIBITS A and B

3.26(e)-This Purchase Order is contingent on Council approval and is void without such action.

Purchase Order has been issued in accordance with DRMC 20-64.5 of the Revised Municipal Code: Cooperative Purchasing and is supported by State of Georgia Contract No. 99999--SPD-SPD0000212-0010

The terms and conditions of this purchase order shall supersede and replace the State of Georgia Contract No. 99999--SPD-SPD0000212-0010

Shipping: F.O.B. DENVER INTERNATIONAL AIRPORT FLEET, 27500 E 80th Ave, Unit A, Denver, CO 80249

Payment: Term: Net 30 upon receipt of vehicles.

Purchase Order price listed herein includes all shipping and handling.

All billing and information inquiries are to be directed to the billing agency contact: Gavin Ossoli, 303-342-2675, Gavin.Ossoli@flydenver.com

Upon service completion and/or delivery of goods, please reference Purchase Order (PO) number. Please send/copy invoices to accounts.payable@flydenver.com

All billing inquiries are to be directed to the billing agency contact listed above.

Vendor to fill in and submit Vehicle Check-In Sheet. See Exhibit B *Delivery will NOT be considered complete without it.

All Titles to Read:

City and County of Denver
201 West Colfax Avenue Dept. 304
Denver, CO 80202

Contact person for delivery and other questions is Matthew McKibbin at 303-342-2891 or matthew.mckibbin@flydenver.com

Delivery: By Appointment Only - Monday through Friday between 8:00am and 4:00pm. Location:

DENVER INTERNATIONAL AIRPORT FLEET
27500 E 80th Ave, Unit A
Denver, CO 80249

CHANGES TO THIS PURCHASE ARE NOT VALID WITHOUT PRIOR APPROVAL FROM PURCHASING.

Supplier Contact: Kevin Retchless, 786.423.9360, KRetchless@abc-companies.com



Authorized By

By accepting this Purchase Order you agree to the Terms and Conditions of the General Services Purchasing Division.

Follow the URL provided to the Purchase Order Terms and Conditions –

https://denvergov.org/files/assets/public/v/1/purchasing/documents/generalservicespurchasing_general_conditions_of_purchase_11242021.pdf

GENERAL CONDITIONS OF PURCHASE

1. **Inspection and Acceptance:** Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
2. **Shipping, Taxes and Other Credits and Charges:** Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
3. **Intellectual Property:** Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this purchase order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.
4. **Risk of Loss:** Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. **Invoice:** Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.
6. **Payment:** Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds

appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

7. Amendments/Changes: Only the Executive Director of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

8. Warranty: Vendor is not the manufacturer of the goods furnished under this Purchase Order. The warranty of the goods shall be provided to the City solely by the manufacturer of the goods and subject to the terms of the warranty attached hereto as Exhibit A-1. However, Vendor will administer claims with the manufacturer for the City. Vendor is an authorized warranty service center for Optimal EV S1 buses and shall be the entity that performs any warranty work on the buses. Any warranty work not performed by Vendor shall be provided by an Optimal authorized service center.

9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty- four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

12. **Venue, Choice of Law and Disputes:** Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.
13. **Assignment/No Third Party Beneficiary:** Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries
14. **Notice:** Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.
15. **Compliance With Laws:** Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.
16. **Insurance**
- (1) Vendor agrees to secure, at or before the time of execution of this Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Purchase Order. Such notice shall reference the City contract number listed on the signature page of this Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Purchase Order.
- (2) **Proof of Insurance:** Vendor may not commence services or work relating to this Purchase Order prior to placement of coverages required under this Purchase Order. Vendor certifies that if a certificate of insurance is requested by the City it shall comply with all insurance requirements of this Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or of any of the City's rights or remedies under this Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials,

employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Purchase Order, Vendor's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided.

(6) **Workers' Compensation and Employer's Liability Insurance:** Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) **Commercial General Liability:** Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(8) **Automobile Liability:** Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Purchase Order.

17. **Severability:** If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. **Survival:** All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. **No Construction Against Drafting Party:** No provision of this Purchase Order shall be construed against the drafter.

20. **Status of Vendor/Ownership of Work Product:** Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. **Records and Audits:** Vendor shall maintain for two (2) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. **Remedies/Waiver:** No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. **No Discrimination in Employment:** In connection with the performance of work under the Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. **Use, Possession or Sale of Alcohol or Drugs:** Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. **Federal Provisions:** Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI- LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying 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 in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS

During the performance of this Purchase Order, the vendor agrees as follows:

Equal Employment Opportunity

- (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- (6) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency the vendor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No vendor, assignee or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor, assignee or subcontractor under any such contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

[FOR PURCHASE ORDERS IN EXCESS OF \$150,000 the Clean Air Act and Federal Water Pollution Control Act provisions apply]

Clean Air Act

- (1) The vendor 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.
- (2) The vendor agrees to report each violation to the (City and County of Denver, Colorado will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (4) The vendor 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.
- (5) The vendor agrees to report each violation to the City and County of Denver, Colorado and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.



General Services
Purchasing Division
201 W. Colfax Avenue, Dept. 304
Denver, CO 80202
P: 720.913.8100
F: 720.913.8101
www.denvergov.org/purchasing

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Vendor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Vendor,-----, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, www.epa.gov/cpg. The list of EPA-designate items is available at www.epa.gov/cpg/products.htm.

ADDITIONAL PROVISIONS:

- (1) The vendor agrees to provide (City and County of Denver, Colorado), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

The vendor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval."

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The vendor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contract.

The vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this Purchase Order.

Additional Terms and Conditions for ARPA Grant Funds

The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

- a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;
- b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- c. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or
- d. To make necessary investments in water, sewer, or broadband infrastructure.

The Contractor shall only utilize ARPA Funds for the purposes described in the attached purchase order. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit C**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

The following paragraph replaces “21. Records and Audits” of the online Purchase Order Terms and Conditions.

The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.



CONTRACT AMENDMENT # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date listed below or upon final signature of this amendment, whichever is first.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Supplier's Legal Name:	ABC Bus, Inc.
Contract Number:	99999-SPD-SPD0000212-0010
Contract Description:	Public Mass Transit Vehicles and Related Options, Equipment, and Accessories
Current Contract Term:	7/1/2023 – 6/30/2025

Whereas the Contract is in effect through the Current Contract Term as defined above; and the parties desire to amend the Statewide contract to establish the pricing/pricing schedule for the above listed supplier awarded under this Statewide Contract.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **PRICING:** The pricing for the vehicles offered under this Statewide Contract is hereby amended to reflect the pricing schedule shown in **Exhibit A**.
2. **EFFECTIVE DATE:** March 15, 2025
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and incur to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACT NUMBER: 99999-SPD-SPD0000212-0010

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ABC Bus, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	George Altevogt, Vice President, SVT
Date:	February 24, 2025
Company Address:	17469 W. Colonial Drive Winter Garden, FL 34787

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/8/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Exhibit A Pricing Schedule

ABC Bus, Inc.

99999-SPD-SPD0000212-0010

Amendment #1

The following are the approved prices for the respective vehicles approved under the Statewide contract for Public Mass Transit Vehicles and Related Options, Equipment, and Accessories with ABC Bus, Inc.

Category	Supplier	Vehicle Description	Make/Model	New Price
1: Coach Buses	ABC Bus, Inc.	1-1A: 45 Ft Surburban/Commuter/Coach	Van Hool, CX45	\$570,375.30
1: Coach Buses	ABC Bus, Inc.	1-1C: 45 Ft Surburban/Commuter/Coach Electric	Van Hool, CX45E	\$1,090,973.62
1: Coach Buses	ABC Bus, Inc.	1-3A: 35 Ft Surburban/Commuter/Coach	Van Hool, CX35	\$493,727.47
1: Coach Buses	ABC Bus, Inc.	1-5A: Any Length Other Coaches- (Specify Length)	Van Hool, TDX25 (45-ft., double decker)	\$941,808.50
1: Coach Buses	ABC Bus, Inc.	1-6C: Prison Coach - All Seg Cell	Van Hool, CX45-Prison Coach Conversion	\$686,740.45
2: Transit Buses	ABC Bus, Inc.	2-3A: 35 ft to 39 ft 11 in Heavy Duty	Hometown Manufacturing Urban	\$485,280.77
2: Transit Buses	ABC Bus, Inc.	2-3C: 35 ft to 39 ft 11 in Heavy Duty - Electric	Hometown Manufacturing Urban EV	\$1,020,997.23
2: Transit Buses	ABC Bus, Inc.	2-4A: 30 ft to 34 ft 11 in Heavy Duty	Hometown Manufacturing Urban	\$477,838.91
2: Transit Buses	ABC Bus, Inc.	2-4C: 30 ft to 34 ft 11 in Heavy Duty - Electric	Hometown Manufacturing Urban EV	\$980,605.75
2: Transit Buses	ABC Bus, Inc.	2-6C: 30 ft to 34 ft 11 in Medium Duty Electric	VMC Lightning	\$567,977.58
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-2A: 20 ft Light Transit Vehicle- 11,500 GVWR Min HF	Turtle Top Terra Transit MD	\$103,004.89
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-2B: 20 ft Light Transit Vehicle- 11,500 GVWR Min HF	Turtle Top Odyssey	\$109,011.67
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-3A: 20 ft Light Transit Vehicle- 11,500 GVWR Min HF Narrow Body	Turtle Top VanTerra	\$104,696.18
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-3B: 20 ft Light Transit Vehicle- 11,500 GVWR Min HF Narrow Body	Turtle Top Terra Transit LD	\$108,826.25
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4A: 22 ft Light Transit Vehicle- 11,500 GVWR Min HF	Turtle Top Terra Transit MD	\$109,165.26

4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4B: 22 ft Light Transit Vehicle-11,500 GVWR Min HF	New England Wheels Frontrunner	\$187,792.26
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-4C: 22 ft Light Transit Vehicle-11,500 GVWR Min HF - Electric	Turtle Top Transit MD - EV Upfit (UES)	\$254,255.33
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5A: 25 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Terra Transit MD	\$115,362.25
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5B: 25 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Odyssey	\$121,538.65
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-5C: 25 ft Light Transit Vehicle-14,200 GVWR Min HF - Electric	Optimal EV S1	\$358,174.61
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-6A: 28 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Terra Transit MD	\$119,810.32
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-6B: 28 ft Light Transit Vehicle-14,200 GVWR Min HF	Turtle Top Odyssey	\$124,648.19
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-7A: GDOT Cutaway Shuttle Bus	Turtle Top Terra Transit MD - All Passenger	\$111,881.24
4: Light Duty Cutaway Buses	ABC Bus, Inc.	4-7B: GDOT Cutaway Shuttle Bus	Turtle Top Terra Transit MD - ADA	\$115,617.96
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-1: 28 ft Medium Transit Vehicle-22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F550	\$133,048.30
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-2: 30 Ft Medium Transit Vehicle-22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F550	\$136,285.18
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-3: 32 Ft Medium Transit Vehicle- 22,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD Ford F551	\$143,188.27
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-4: 34 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD FCCC S2C	\$180,656.20
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-5: 36 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Terra Transit HD FCCC S2C	\$184,293.80
5: Medium Duty Cutaway Buses	ABC Bus, Inc.	5-6: 38 Ft Medium Transit Vehicle-26,000 GVWR Min HF Front Engine Rail	Turtle Top Terra Transit HD FCCC S2C	\$188,779.17
6: OEM Mobility Vans	ABC Bus, Inc.	6-2A: Other Modified ADA Transit Vans	T-350 HD 148" EL High Roof XLT DRW RWD U4X	\$97,855.18
6: OEM Mobility Vans	ABC Bus, Inc.	6-2B: Other Modified ADA Transit Vans	Sunset Vans - 159RP Low Floor	\$146,440.77
6: OEM Mobility Vans	ABC Bus, Inc.	6-2C: Other Modified ADA Transit Vans- Electric (Submit Specifications)	Electric T-350 148" EL High Roof RWD W3X	\$105,664.97
6: OEM Mobility Vans	ABC Bus, Inc.	6-3A: Other Modified Non-ADA Transit Vans	T-350 HD 148" EL High Roof XLT DRW RWD U4X	\$86,620.82
6: OEM Mobility Vans	ABC Bus, Inc.	6-3C: Other Modified Non- ADA Transit Vans- Electric (Submit Specifications)	Electric T-350 148" EL High Roof RWD W3X	\$95,613.40
6: OEM Mobility Vans	ABC Bus, Inc.	6-5A: GDOT Shuttle Van	Turtle Top Terra Transit MD - All Passenger	\$102,591.14

6: OEM Mobility Vans	ABC Bus, Inc.	6-5B: GDOT Shuttle Van	Turtle Top Terra Transit MD - ADA	\$111,546.21
6: OEM Mobility Vans	ABC Bus, Inc.	6-1A: OEM Modified ADA Mobility Modified Mini-Van Rear Entry	BraunAbility/Chrysler Voyager	\$96,087.06
7: Other Mobility Vans	ABC Bus, Inc.	7-2: Other Mobility Van- Electric	E-T350 148" Med Roof RWD W9C	\$81,629.52
7: Other Mobility Vans	ABC Bus, Inc.	7-3: Other Mobility Van (Conversion)	T-350 HD 148" Med Roof XL RWD X2C	\$72,341.38

Georgia Mass Transit Build-A-Bus Worksheet

Contract Number: 99999-SPD-SPD0000212-0010

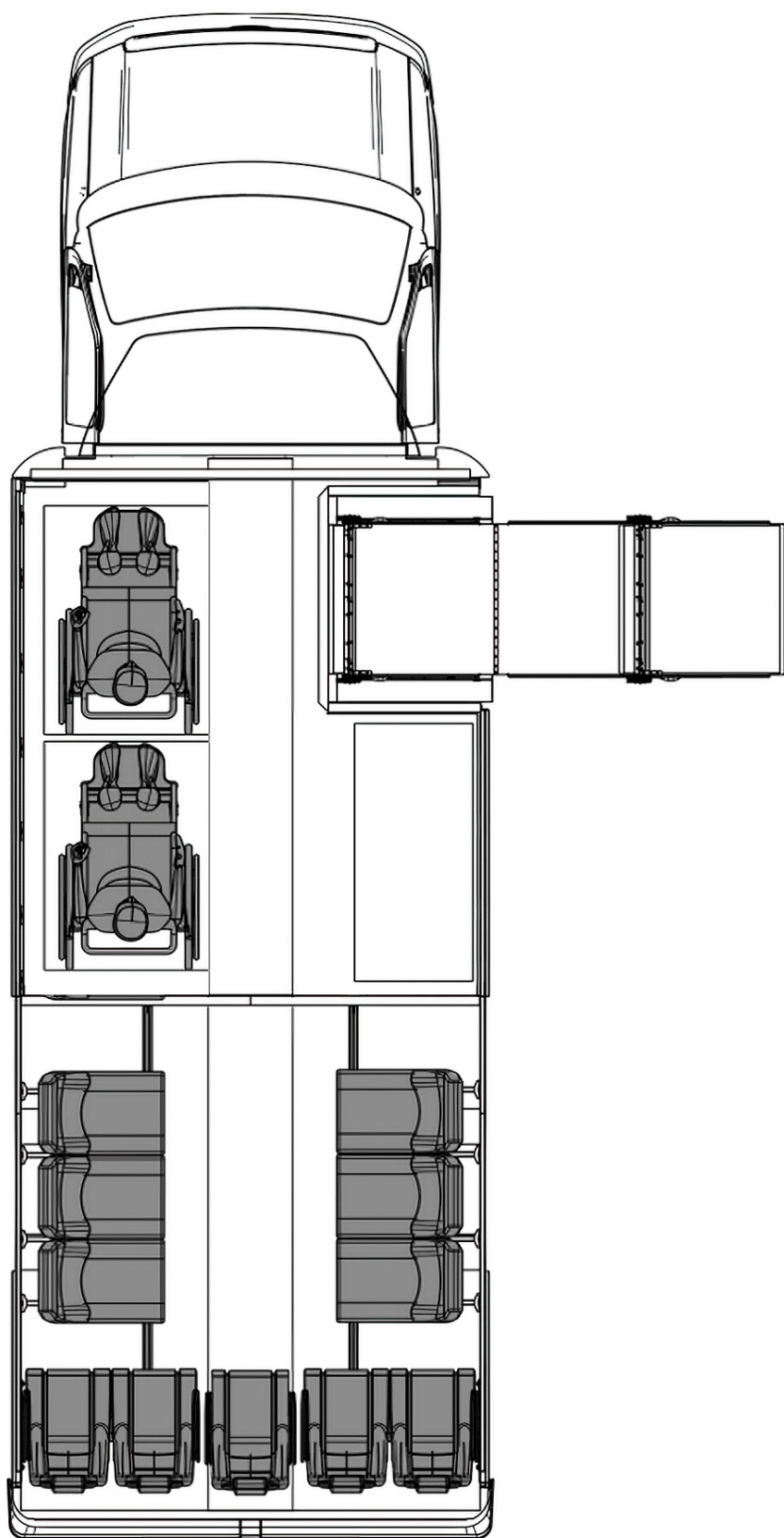
Description of Bus	Manufacturer Make/Model	Bus Bid Price
4-5C - 25' Light Transit Vehicle - EV	Optimal EV S1	\$358,174.61

Note: Insert Lines as necessary

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BUS OPTIONS ADDITIONS DESCRIPTION	Cost
Tow Hooks - Rear	\$188.00
DC Fast Charge - 60kW	\$11,528.00
Freedman USR - Per Passenger (14)	\$1,190.00
Freedman Level #4 - Per Person	\$560.00

2025 & 2026 Ford E450	\$4,303.00
Note: Insert lines as needed	
TOTAL COST OF SOURCED GOODS	\$9,198.00
TOTAL COST OF BUS	\$387,221.61





OPTIMAL • EV

Optimal-EV Product Information

December 2021





Agenda



- Introduce Optimal, the S1_{LF} product vision & development timing.
- Solicit feedback on the design for compatibility to *your* requirements.
- Overall dimensions, seating capacity, performance targets etc.
- Preferred charging method, drive cycle & EV operational targets.
- Discuss existing challenges with shuttle buses & BEBs that are not currently being addressed by the industry.





OPTIMAL·EV

The Optimal-EV S1LF





The Commercial Vehicle Market is Shifting to EV

- Battery-electric commercial vehicles are moving toward **widespread industry adoption**
- Major cities making commitments to zero-emission transportation
 - Emissions reduction targets
 - Improving air quality
 - Cost savings
- **Purchase barriers reduced** due to:
 - Improved range
 - Decline in battery costs
 - Service-proven performance
 - Increased funding opportunities
- **Significant funding opportunities** are available at the state & federal level

195 countries with binding targets for 7% annual CO₂ reductions through 2030 ¹

Electric bus penetration forecast at **~50% by 2025** in North America²

47% of fleets already have fleet electrification goals for 2020 and beyond ³

¹ <https://www.un.org/en/climatechange/paris-agreement> ² Frost & Sullivan's December 2018 report, "Global Electric Bus Market Opportunity Analysis, 2017-2025." ³ UPS/Greenbiz 2018 Survey of 3,800 fleet and procurement managers.



Company Overview

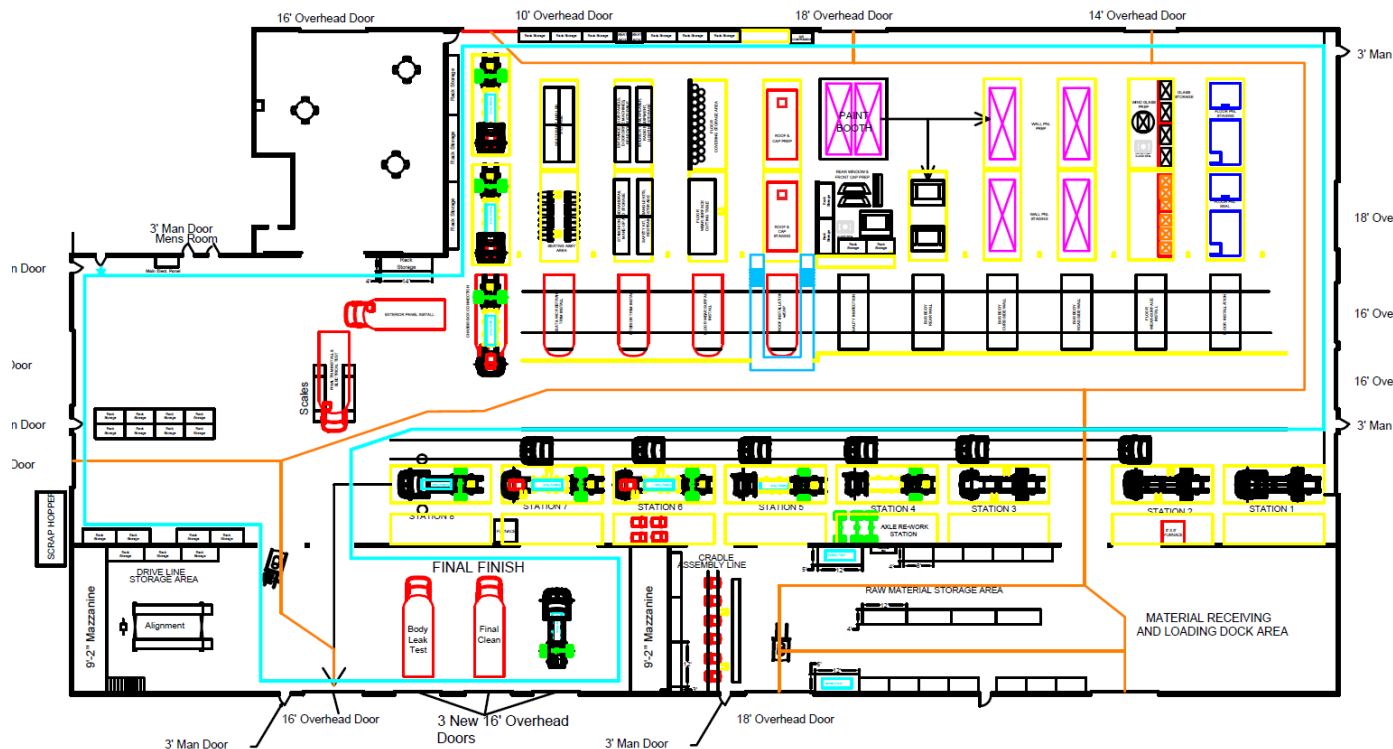


- Founded in 1986 (over 33 years), pioneered CAE (computer aided engineering) and related technologies for the automotive industry
- Since 2015, Optimal has been devoting itself in full vehicle design and development involving vehicle lightweighting, electrification, and autonomous drive technologies
- Recently designed and developed for Bollinger Motors, Rivian, Optimal E1 & S1, SF Motors



Some Of Our Customers:





-



S1LF Summary



Optimal S1LF Battery Electric Low-Floor Shuttle Bus

- 100% Electric Powertrain



OPTIMAL • EV

*All vehicle features, dimensions, and specifications are patent pending

Key Features:

- Ford E450 DRW based BEB
- Liquid cooled, NMC-811 chemistry battery pack (Proterra Powered)
- Direct drive rear mounted traction motor
- Range >125 miles*
- Standard E450 suspension or optional MORryde RSX suspension
- Low floor center section
- Optional disability ramp
- Composite body construction
- Roof mounted HVAC (customizable by region)
- Up to 23 seated passengers or 3 wheelchairs & 12 passengers
- Multiple floor plan configurations available
- Significant vehicle optimization & virtual testing using CAE methods
- Designed & engineered in Michigan, built in a facility in Indiana
- Demo property Q1 2022
- Physical testing & certification beginning Q4 2021
- SOP in Q1 2022

*Range dependent upon: ambient temperature, drive cycle, loading condition, ancillary loads, etc.



S1LF Specifications



GVWR	14,500 lbs.
Weight Class	4
Curb Weight	10,000 lbs.
Battery Pack	Li-Ion (NMC)
Pack Size	113 kWh
Charging	Level 2 (J1772)
System Voltage	326V (Nominal)
Drive Configuration	RWD
Gradeability	~30%
Range	>125 Miles*
Top Speed	~70 mph
Passengers	23
Wheelchairs	3
Disability Ramp	Yes
Length	26.5'
Telematics	CARB Compliant
Buy America	Yes
Altoona Test	200,000 Miles/7 Years



*Range dependent upon: ambient temperature, drive cycle, loading condition, ancillary loads, etc.

*All vehicle features, dimensions, and specifications are patent pending

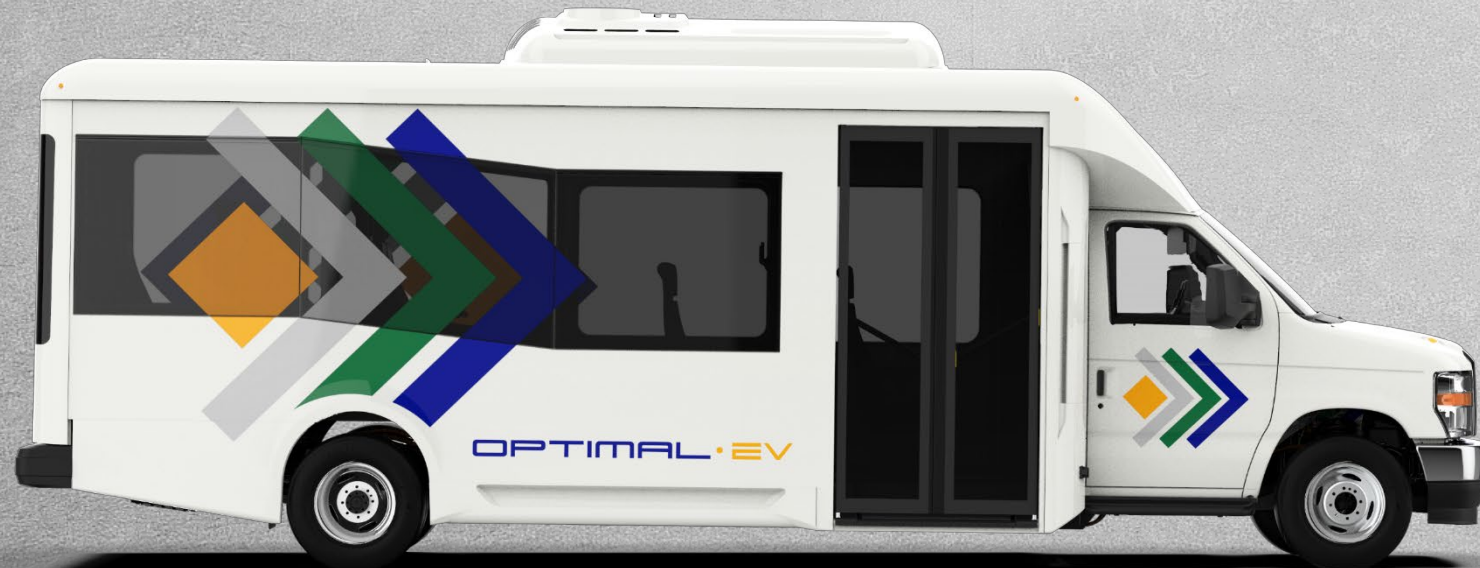
S1LF Key Dimensions



DIMENSION	VALUE
Overall Length	26.5ft
Wheelbase	17.7ft
Exterior Width	Lower 8.5ft /Upper 8.3ft (Excl. Rear Wheel Lips)
Interior Width	At Floor Height 95.7in
Exterior Height - Curb	W/O AC 9.3ft With AC 9.7ft
Breakover Angle	Curb 9.6 Degrees
Departure Angle	Curb 13.5 Degrees
Ground Clearance	> 8in at Curb
Step-in Height	At Curb 11in At Max Load 9.8in
Aisle Width	19in
Standing Height	To Emergency Hatch 72.6in
Seat Hip To Knee Space	27in
Door Width	Opening 42in
Door Height	Opening 79.6in



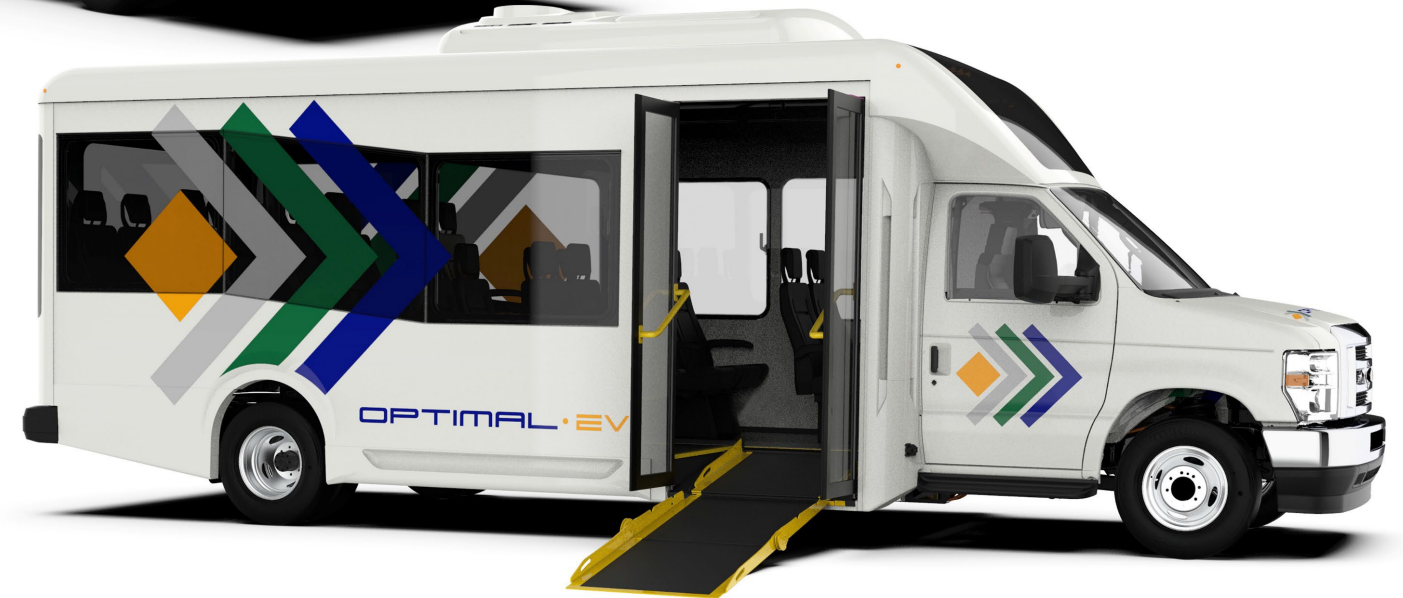
S1LF General Views



Design



- Contemporary design inspired by high-end products, hinting at electrification
- Large rear egress window
 - 7 total egress windows
 - Bonded windows to prevent leaks
- Roof mounted HVAC
- One piece seamless roof
- Large observation window in the front



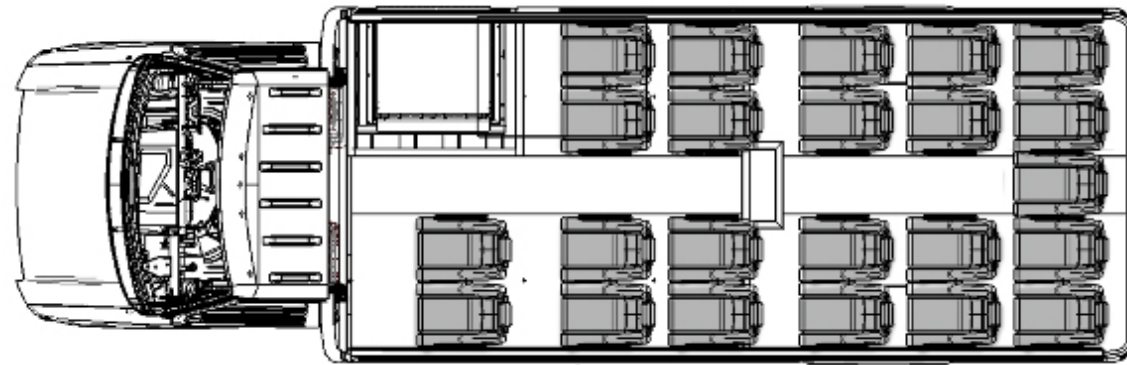
Low Floor Ramp Access



- Ramp angle 1:5 inside passenger cabin
- Ramp angle $>1:12$ to curb / 1:6 to ground
- Braun 300 series ramp

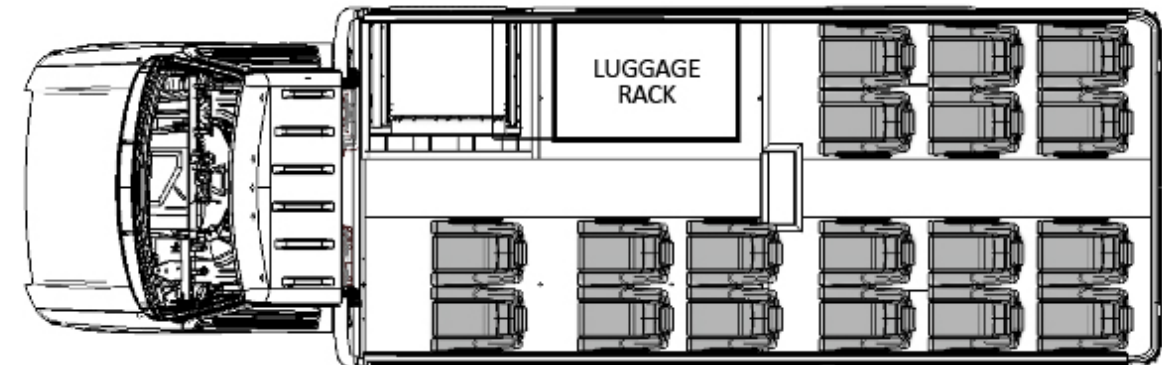


Example Floorplans



12 Seat & 3 Wheelchair Configuration

- Side flip seats available in wheelchair locations

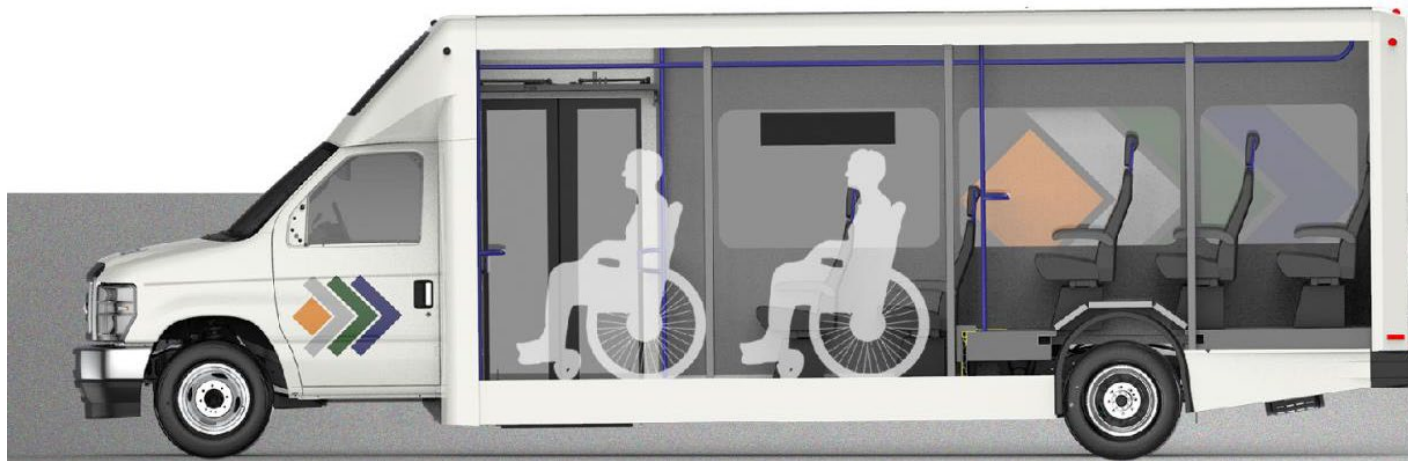


12 Seat & 2 Wheelchair + Storage Configuration

- Side flip seats available in wheelchair locations



Example Seat Configurations



Cabin Floor Split Into Two Main Sections

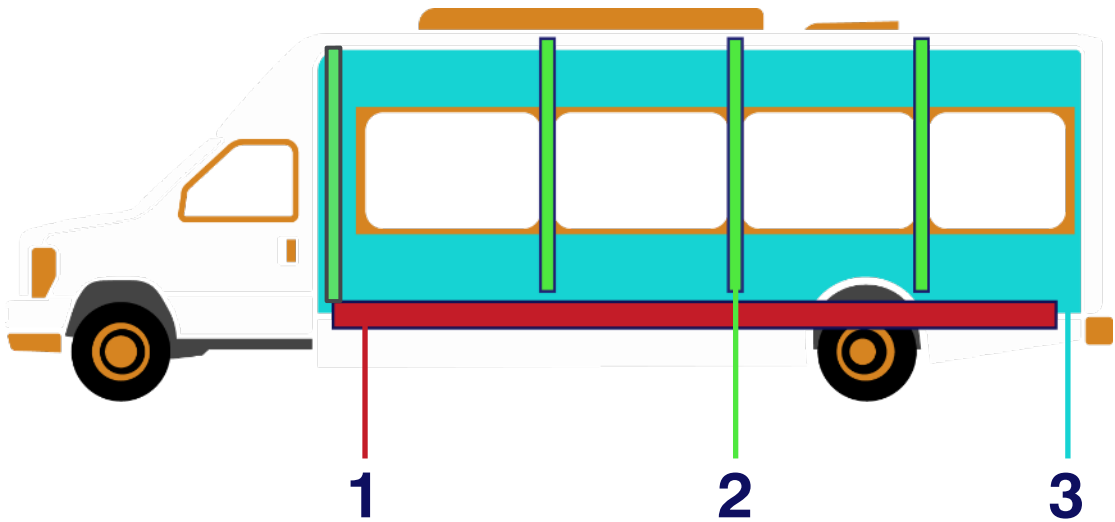
- Lower forward section for wheelchair access
- Higher rear section over the axle
- Two steps connect the two sections



*All vehicle features, dimensions, and specifications are patent pending

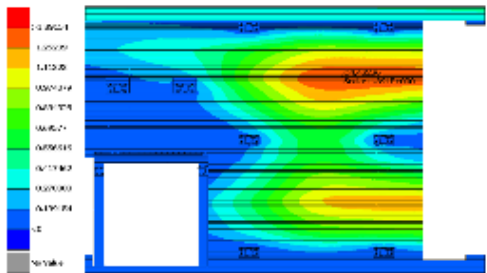


Mixed Material Construction



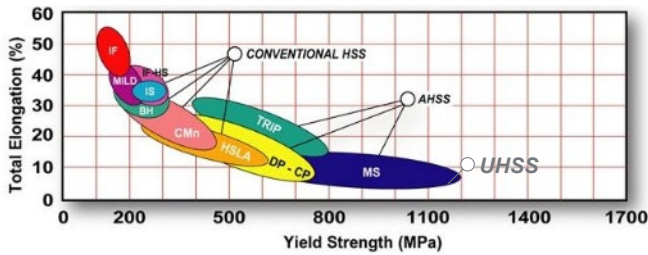
Mixed Material Floor

- Light weight & high stiffness & strength
- Aluminumized steel structure + composite
- Optimized using FEA processes



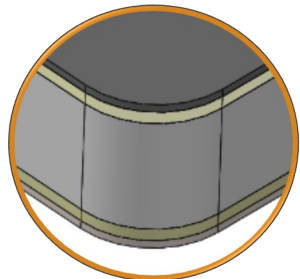
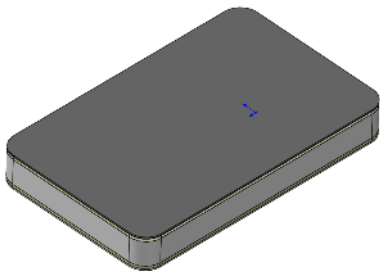
Ultra High Strength Steel Tube Roll Structure

- Yield strength >1200 MPa (~174 kpsi)
- High strength for occupant protection



Composite Bodyside Panels

- Light weight & moisture resistant
- Excellent thermal properties



*All vehicle features, dimensions, and specifications are patent pending



**CUSTOMERS CAN SAVE
>\$7000 PER YEAR
DEPLOYING THE S1 VS
GASOLINE SHUTTLE BUSES***

***Notes:**

- Fuel savings based on 25,000 miles per year, ICE: 10 mpg, \$3.3/gal, EV: \$0.1 kW/hr, 130 EV miles per charge
- Maintenance costs based on \$1500 per year



Traction Motor and Battery Pack Technology

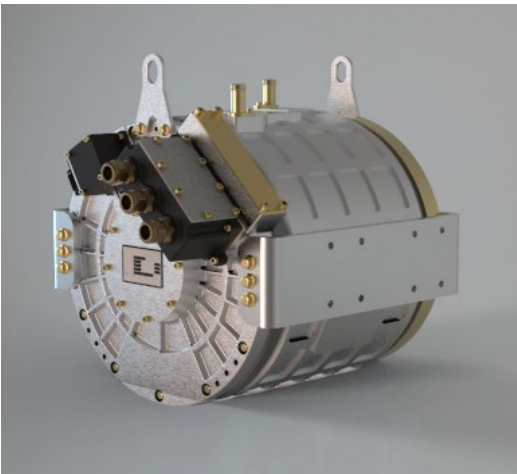


High Performance Traction Motor

- Direct drive (no gearbox)
- Fully validated & used in commercial buses

MOTOR SPEC

Continuous Torque	737 lbs/ft
Peak Torque	1235 lbs/ft
Continuous Power	170kw - 227HP
Peak Power	280kW - 375HP
Voltage Range	300 – 750 vdc

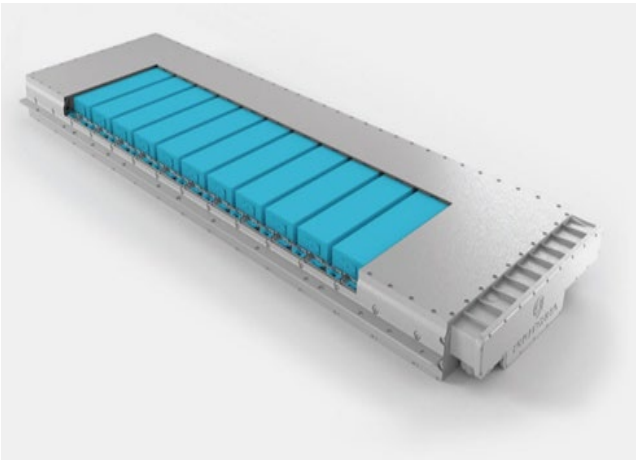


Commercial Vehicle Grade Battery Pack

- State of the art battery chemistry for exceptional energy density
- Fully validated pack
- Proterra as battery supplier with a joint development agreement

BATTERY SPEC

Chemistry	NMC
Cooling	Liquid (Water/Glycol)
Energy	113kWh
Cycle Life	>4000 @ 90% DOD
Temperature	– 22°F to +133°F



*All vehicle features, dimensions, and specifications are patent pending

Extensive Battery Testing to Highest Safety Standards

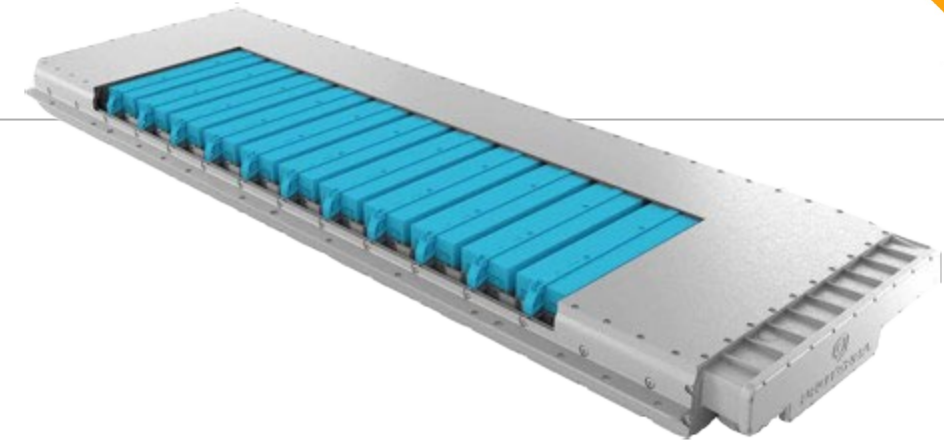


Proterra battery packs have undergone extensive testing to meet the highest safety standards



Tests performed to account for possible incidents such as:

- Vehicle crash
- Road debris striking the battery pack
- Street manhole cover explosion
- Defective or failed cell within pack
- Overcharge of high voltage system
- Coolant flood internal to battery pack
- Fuel fire external to the vehicle (collision with a combustion engine vehicle)



SMART

- Liquid cooling for **active thermal management** to ensure optimal operation in any climate
- More than **70 sensors** throughout each pack delivers continuous monitoring and diagnostics, enabling faster service
- Dynamically adjusts over time for maximum performance

EFFICIENT

- Industry-leading energy density and range
- **Passive Propagation Resistance (PPR)** technology
- Consistent temperature control maximizes battery life

SAFE

- Protective, **ruggedized enclosure** with ballistic-grade materials
- Passive and active safety mechanisms for heavy-duty applications
- Rigorously tested and 3rd party validated, ISO certified

PROVEN

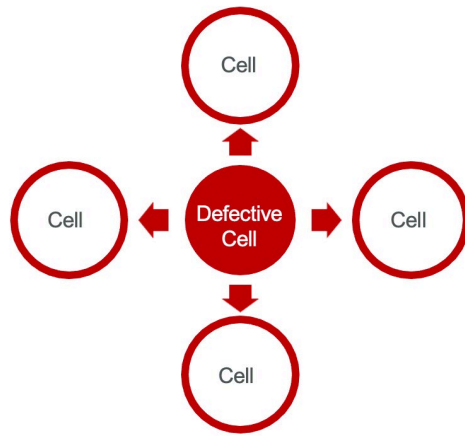
- **More than 16,000,000 service miles** on transit buses across North America
- Achieved record-breaking range for heavy-duty vehicles

Battery Safety: Best Practices: PPR



WITHOUT PPR

Defective cell can cause cascading failure of adjacent cells

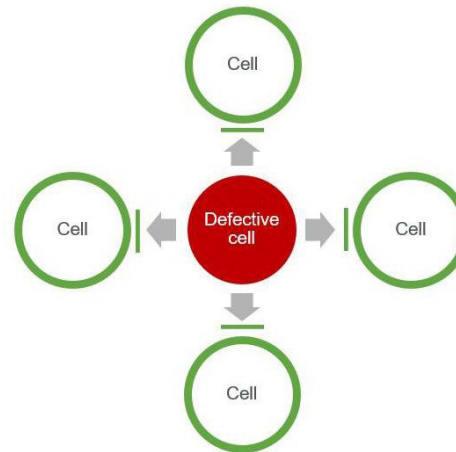


UNSAFE BATTERY DESIGN



WITH PPR

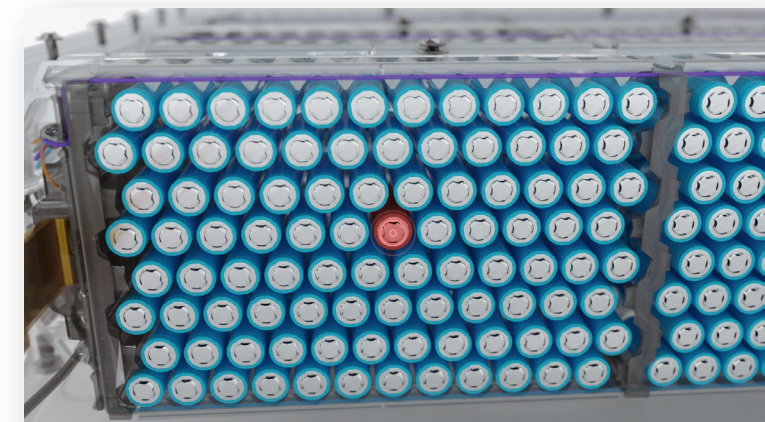
Adjacent cells are unaffected by defective cell



SAFE BATTERY DESIGN

PROTERRA BATTERY DESIGN ENABLES PASSIVE PROPAGATION RESISTANCE (PPR)

- Small format, cylindrical cells
- Pack is designed such that a defective cell will be isolated and will not cause complications throughout the entire pack

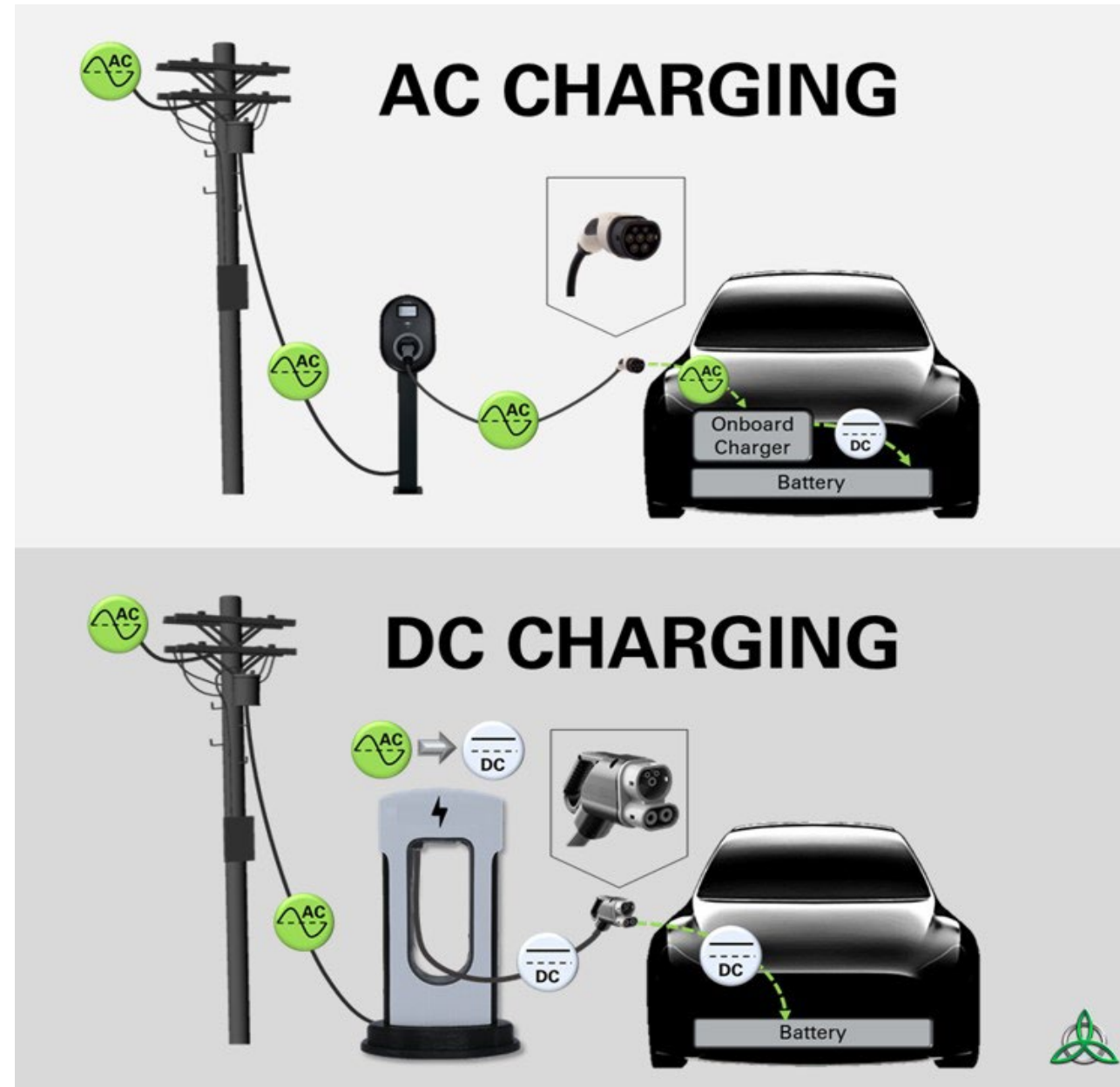


Extensive Battery Testing to Highest Quality Standards



Safety/Abuse Tests	Conditions	Reference	Performed
Mechanical Shock - Crash	10G, 100ms, X and Y axis	ECE R80	Yes
Impact/Underside Abuse	Manhole Cover, Pyramid, Ballistics	Proterra Internal	Yes
Drop	2m drop, concrete floor	SAE J2464 Sec 4.3.2	Yes
Battery Enclosure Integrity - Crush	100kN of force	SAE J2929 Sec 4.6 UL 2580 Sec 38 ECE R100 Annex 8D	Yes
Passive Propagation Resistance	Max Temp, Max SOC	SAE J2464 Sec 4.4.5 UL 2580 Sec 43	Yes
Forced Thermal Runaway	Confidential	Proterra Internal	Yes
Simulated Vehicle Fire	3 min exposure to fire underneath pack	SAE J2929 Sec 4.7 ECE R100 Annex 8E	Yes
Short Circuit	5mΩ hard short, 20mΩ soft short	ECE R100 Annex 8F SAE J2929 Sec 4.8 SAE J2464 Sec 4.5.1 UN 38.3	Yes
Coolant Flood	Forced cooling system leak internal of pack enclosure	Proterra Internal	Yes
UN/DOT Transportation	T.1, T.2, T.3, T.4, T.5	UN 38.3	Yes
Single-point and Multi-point Over Charge	Uncontrolled charge	SAE J2929 Sec 4.9 SAE J2464 Sec 4.5.2 ECE R100 Annex 8G	Yes
Single-point and Multi-point Over Discharge	Uncontrolled discharge	SAE J2929 Sec 4.10 SAE J2464 Sec 4.5.3 ECE R100 Annex 8H	Yes
Single-point and Multi-point Thermal Control Failure	Charge and Discharge without thermal management	SAE J2929 Sec 4.11 SAE J2464 Sec 4.4.3 ECE R100 Annex 8I	Yes
Fault Analysis	Fault analysis of battery system	SAE J2929 Sec 4.12	Yes
Protection Against High Voltage Exposure	IP2xB	SAE J2929 Sec 4.13	Yes

AC vs. DC Charging



Flexible Charging Options



AC Charging (Standard)

- 13.2 kW On Board Charger (OBC)
- J1772 Type 1 Charge Inlet
- AC Level 1 Charging (120V)
- AC Level 2 Charging (240V)
- Full charge <8 hours

EVSE

- Partner for Level 2
- Charges 2 buses simultaneously
- Wall mount or free standing



DC Fast Charging (Optional)

- No On Board Charger
- CCS Type 1 Charge Inlet
- DC Level 2 (Up to 870V)
- 60 kW
- Full charge <2 hours

EVSE

- J1772 DC-FC
- Compatible with Proterra EVSE (shown)
- Up to 4 dispensers
- Wall or pedestal mount
- Bi-directional V2G capability





Battery, Motor, and Electrical Placement



Features

- (2) high voltage electrical wires
- All components located inside the chassis rail
- Traction motor located in the rear
- Rear axle spun 180° to push the vehicle forward
- The cradle surrounding the electrical box adds weight to the front axle



*All vehicle features, dimensions, and specifications are patent pending

Thank You!



FEATHER WEIGHT

**MID-HI SEAT
"ROCK SOLID"**



Sustainable Seating Solutions

Freedman Seating Company's Feather Weight seats are designed to be like feathers on a bird: light and airy to satisfy weight restrictions and ensure a smooth ride, yet durable for years of service and low maintenance.

Freedman Seating Feather Weight seats are the most severely tested in the company's history, and meet all applicable federal motor vehicle safety standards for strength and safety (including 210 for seat belts).

Less weight means one thing to bus builders and operators: they can get more passengers per bus.

And when we say more passengers, ***we mean more happy passengers.***



Not Just Seats



Seating Solutions™

THE FEATHER WEIGHT SERIES BY

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"



Sustainable Seating Solutions

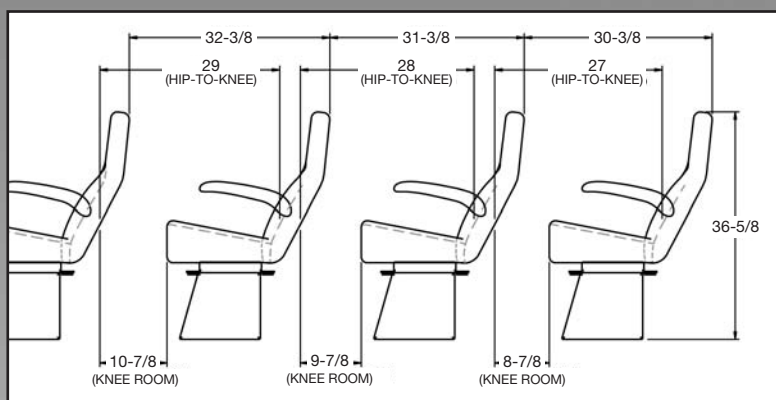
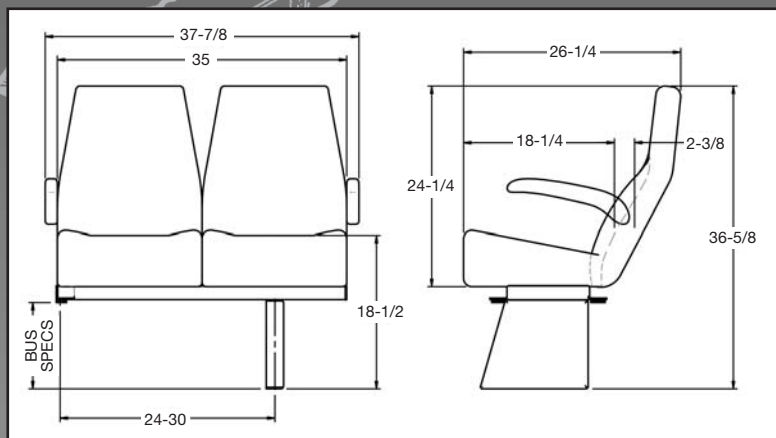
Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

- An ultra-thin *Knee-Saver* type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- Wire mesh-grid seat springs for even support
- FMVSS 210 compliance—all *Feather Weight* seats are seat belt ready
- Transit style—rigid backrests (starting weight without options—43 lbs.)
- Touring style—reclining backrests (starting weight without options—47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

- Black molded *U.S. Arms* or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
 - Non-retracting seat belts
 - Retracting seat belts
 - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)



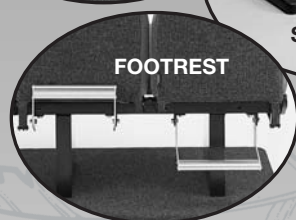
OPTIONS



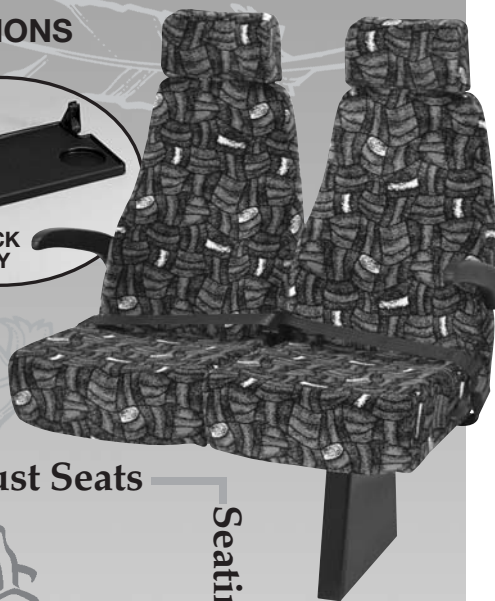
PILLOW SEAT



SNACK TRAY



FOOTREST



Not Just Seats



Seating Solutions™

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
e-mail: sales@freedmanseat.com
WWW.FREEDMANSEATING.COM

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

ISO 9001:2000 registered



SPORT 2.0 DRIVER SEAT

COMMERCIAL BUS / DELIVERY TRUCK

The Freedman Sport 2.0 Driver Seat is designed, tested and built to comply with all applicable FMVSS requirements. With standard recliner, 2-way adjustable lumbar and European styling, the Sport 2.0 is the ultimate in driver seat comfort and value.



features

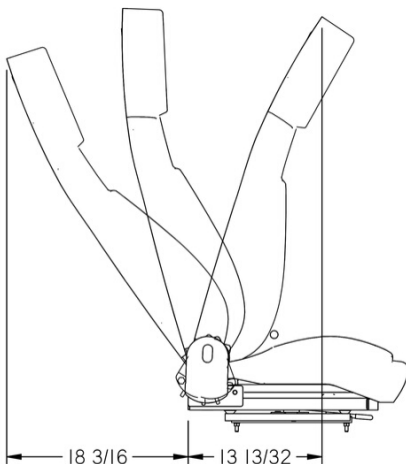
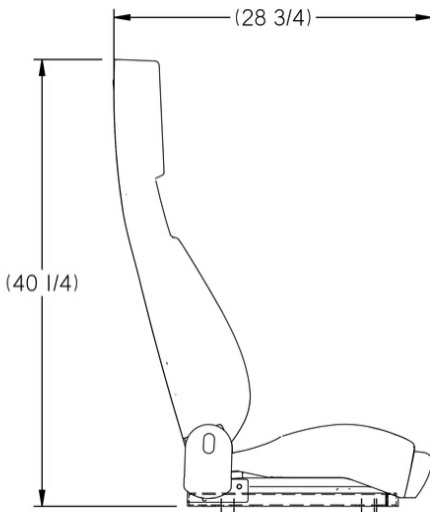
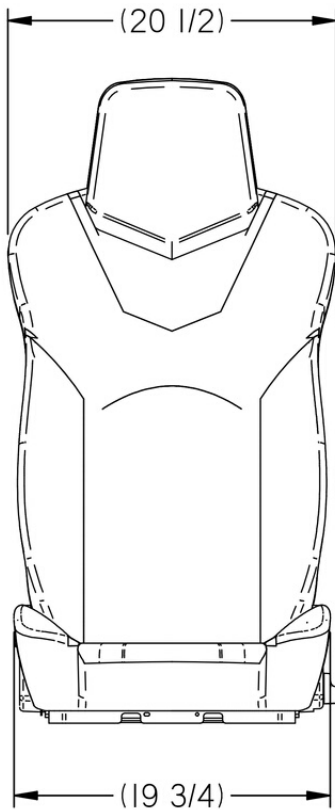
- High back design for head/neck support and pleasing aesthetics
- 2-way adjustable lumbar
- Built in headrest for comfort and style
- The highest weight rating (400 lbs.) for cutaway buses
- Standard with LH recliner lever
- Standard with Right and Left arm brackets to add armrest for driver or co-pilot vehicle positions
- Standard with adjustable lumbar support
- Hole pattern on the bottom of the seat will accommodate:
 - **Ford E-Series (Seat Delete) Cutaway**
 - **GM/Chevy G-Series Cutaway**
 - **Adnik power base**
 - **6" & 7" Slides**
 - **Tilt Riser**
- Standard with heavy-duty black flat-woven cover, easy to clean with a zippered back cover for easy change out change in the field

options

- Special order Upholstery is available in matching and performance upholstery
- Adjustable right hand armrests, molded (unupholstered) and easy to clean
- LeMans armrest features flip up and down ability for easy vehicle entry and egress
 - Durable molded foam for easy clean and long life and comfort



LeMans Armrest



FREEDMAN[®]
SEATING COMPANY

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
freedmanseating.com | info@freedmanseating.com



Freedman Seating is committed to lessening our impact on the planet. For your convenience, materials are now available online to download at www.freedmanseating.com.



We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards

Optimal EV S1 Warranty Statement

Exhibit A-1

01.05.2023 | REV 9



OPTIMAL EV S1 BATTERY-ELECTRIC LOW FLOOR CUTAWAY BUS LIMITED WARRANTY

Definition of Terms:

Optimal Electric Vehicles (“Warrantor”): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer’s specified tolerances that occur naturally over time and under normal operating conditions.

Authorized Optimal EV Dealer (“Dealer”): This agreement is applicable only in the United States and Canada. Any Authorized Dealer of the owner’s choice may perform warranty service work under the Optimal EV Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.



S1 Low Floor Cutaway Bus Specifications

GVWR	14,500 lbs.
Weight Class	4
Curb Weight	10,000 lbs. Approx.
Battery Pack	Li-Ion (NMC)
Pack Size	113 kWh
Charging	Level 2 (J1772)*
System Voltage	326V (Nominal)
Drive Configuration	RWD
Range	>125 Miles**
Top Speed	70 mph
Gradeability	30%
Passengers	23 W/Driver
Wheelchairs	3 Max.
Step In Height	9.8" @ Load 11" @ Unloaded
Disability Ramp	Optional
Length	26'-6" Bumper to Bumper
Telematics	CARB Compliant
Buy America	Yes
Altoona Test	200,000 Miles/7 Years
DC Fast Charge Available	Optional

**Range dependent upon: ambient temperature, drive cycle, loading condition, ancillary loads, driver habits, geography / topography, etc.

1 Optimal EV S1 Limited Warranty

- This Optimal EV S1 warranty excludes and under no circumstances shall Optimal EV be liable for any and all incidental or consequential damages arising from a vehicle failure in the Optimal equipment.
- Optimal Electric Vehicles has also included with this warranty document a copy of our Optimal Maintenance Schedule. The listed items are the responsibility of the customer and must be carried out during the vehicle's periodic maintenance schedule. Failure to maintain a vehicle maintenance schedule may result in the warranty being voided.
- Proof of maintenance must include documentation date of the event, vehicle mileage service performed to the Optimal EV equipment to be covered under the warranty.
- This warranty is the sole and exclusive warranty. No employee, agent, dealer, or other person is authorized to alter this warranty or make any other warranty on behalf of Optimal Electric vehicles.
- Some countries, districts, or states do not allow the limitation or exclusion of relief, incidental, consequential, special, or indirect damages, or the limitation of liability to special amounts, so the above limitations or exclusions may not apply to you.

2 How to Obtain Service on your Optimal EV S1 Product

- The Optimal EV S1 warranty is valid only when work is performed by an authorize Optimal EV S1 dealership or service center.
- Service can be obtained by contacting your authorized service center for a review and inspection of your vehicle. Upon completion of the inspection, the dealer / service center will interact with Optimal EV in order to initiate any authorized warranty repairs which may be required.
- Data needed to initiate warranty events should include Optimal EV product identification number (found in the driver's door jamb), vehicle identification number, date of purchase and customers retail name.
- Product registration cards or product warranty cards are a very important way that manufacturers can get in touch with consumers. Optimal EV strongly encourages customers

to complete and submit product registration cards or product warranty cards on the vehicle as well as all individual component parts within the vehicle.

- Parts which have been determined as failed components, in order to be covered under warranty must be returned to your authorized Optimal EV service center or Optimal EV's customer service and warranty department. All failed parts must be returned within thirty (30) business days of the replacement parts arrival at the service center. Parts which are returned must follow the Optimal EV warranty claim procedure.

3 Warranty Coverage Period

- The Optimal S1 warranty covers **5 years or 75,000 miles** (whichever occurs first) for the high voltage drive system. Certain component parts have specific warranties provided by the part manufacturer. **See list below:**
 - i. Traction Motor Warranty – 5 yrs. 150,000 miles
 - ii. Proterra Battery Warranty – 6 yrs. or 175,000 kWh of gross discharge throughput per battery pack (whichever comes first)
 - iii. Bumper to Bumper Warranty – 3 yrs. 36,000 miles
 - iv. Rear Drive Axle – 3 yrs. 36,000 miles
 - v. A/C components whose defect or performance failure risks leakage of refrigerant (including but not exclusive to lines, fittings, compressor, evaporator, condenser, accumulator, chiller) – 5 yrs. 50,000 miles
- The warranty begins after the warranty start date. The warranty start date is designated as the delivery date to the end-result, original customer or agency.
- Individual components which will be covered by the high voltage drive system warranty are as follows: Inverter, HVPDU, all electrical lines and cables, cooling system including pump, radiator and lines, charge port connector and cabling. 240 VAC charger/DC to DC converter, DC fast charge module and all cables.
- During the repair process, additional problems may be uncovered. In the event that Optimal EV technicians or authorized service centers under the supervision of Optimal EV discover the need for repairs outside of those listed in the initial work summary, work on the vehicle will cease, and written notification of required repairs will be sent to the owner / customer for review and authorization prior to undertaking the work.

- Optimal EV will not authorize any work to be performed or any repairs made without prior written consent from an authorized Optimal EV Customer Service and Warranty team member.
- For vehicles within the new vehicle limited warranty with less than 2 years in service time and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based reimbursement schedule.
 - i. Mileage drives percent of tire covered in Ford's documented new vehicle warranty and confirmed and supported by Optimal:

1-24,000:	100% (based on classification as emission equipment)
24,001-36,000:	30%

There may be additional warranty coverages by individual tire manufacturers as included with vehicle documents and manuals upon delivery.

The Ford Warranty further states the following:

- ii. Extended warranty coverage periods are available for certain vehicle parts and conditions.

4 Who is Covered Under the Optimal EV Warranty?

- The Optimal EV S1 warranty is a fully transferable warranty from the original purchaser "the customer" of the vehicle. If any of the purchased assets are under any warranty or vendor's indemnification agreement from the manufacturer or the original seller thereof, the buyer shall be entitled to the benefit of the warranty or vendor's indemnification agreement to the extent that it is available to the transferee of the seller, and the seller shall execute such instruments as may be reasonably required to transfer the warranty to the buyer.
- The warranty on Optimal S1 vehicle equipment is that which is installed during the original product build by the manufacturer.
- The Optimal S1 warranty is secondary to all other product manufacturers warranties & recalls that may be in effect for the vehicle.
- All Optimal S1 described and specified equipment must have been installed by an Optimal EV authorized service center or during the time of vehicle assembly by Optimal EV in order for the warranty to be valid.

5 What is Covered by the Optimal EV Warranty?

- This warranty covers defects in materials and workmanship in this vehicle.
- Optimal shall honor all warranties for OEM installed tires set forth by Ford Motor Company.
- This warranty is limited exclusively to the Optimal EV equipment. Optimal EV makes no warranty whatsoever as to parts and accessories not supplied by Optimal EV.
- Optimal EV will support the warranty supplied by Proterra for the battery packs purchased directly by Optimal EV.
- During the warranty coverage period described below Optimal EV will replace repair or adjust at no charge for labor, diagnosis, or parts- any defective components which are supplied by Optimal EV as part of the Optimal EV S1 equipment.

6 What is Not Covered Under the Optimal EV Warranty?

- a. Inspecting equipment before each use is the best way to ensure that it won't fail during operation. With an easy-to-use, equipment-specific inspection checklist system you can ensure pre-use inspections are done properly and documented. Any failure due to lack of proper inspection and maintenance compliancy will void Optimal warranty guidelines.
- b. Optimal EV does not warrant the base chassis itself. The vehicle chassis, suspension, battery, rear suspension, front suspension and axle, cab and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, etc., such as MOR/Ryde, are not covered by Optimal EV. These items are covered by their original manufacturer and their warranties may vary.
- c. Parts which are not supplied as OEM equipment by Optimal EV or an authorized aftermarket parts dealer will not be covered by Optimal.
- d. Parts which are modified or altered in any manner during the duration of the warranty will not be covered by Optimal.
- e. Aftermarket systems installed with modifications to the body frame or steel structure will void warranty, without prior written authorization from Optimal EV Management team.

- f. Failures due to improper or incorrect usage of coolant or hydraulic fluids not specified and approved by Optimal EV or due to contamination of fluids will not be covered by the Optimal EV warranty.
- g. Parts and equipment will not be covered under warranty when Optimal charging procedures are not followed.
- h. Parts which are damaged during hauling or towing the vehicle.
- i. Any damage due to the vehicle being used to for towing any other vehicle or trailer.
- j. Parts which are damaged due to collision of the vehicle.
- k. Parts which have been neglected or abused to make repairs needed.
- l. Failures due to improper operation of the vehicle.
- m. Failure of parts due to deterioration as a result of normal wear and tear determined by Optimal EV.
- n. Failure of parts due to application of corrosion protection, paint or other coating materials.
- o. Damages incurred due to owner modifying, attempting to fix, or otherwise altering product without proper training and authorization.
- p. Any part damaged or destroyed due to improper power supply which does not conform to the vehicle and the electric vehicle service equipment specifications.
- q. Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Optimal EV warranty agreement.
- r. Damage or loss of us; loss of revenues; salaries or commissions; towing charges; bus fares; car rentals; inconvenience or other incidental damages.

7 Repair or Replacement Parts

- Optimal EV authorized service centers will utilize new or re-manufactured parts that are authorized by Optimal EV when making repairs to Optimal EV produced vehicles.
- Please provide the following information when reporting any problem to your selling distributor:
 - i. Product Serial Number
 - ii. Product Model Number
 - iii. Vehicle Identification #
 - iv. Retail Name

v. Date of Purchase

vi. Mileage

- In the following cases listed below-these companies choose to work directly to handle warranty involving their product. In some case's these companies offer standard and extended warranty on their product that may be chosen at time of order. To expedite the process, please contact the following manufactures of equipment individually to attain what warranty applies to your product. In the event that you receive unsatisfactory service, please contact Optimal EV and we will assist in assuring coverage. Owner's packet will include manufacturers of accessories warranty coverage and explanation of the procedure you should follow in order to obtain warranty service:
- All issues other than the ones listed below please contact Optimal EV warranty – warranty@optimal-ev.com or 888-304-4205 Follow prompts (ext. 3 for Optimal EV) Within Optimal EV ext. 4 for Warranty or ext. 6 for Service questions.
 - i. Air conditioning - (Pro-Air) 574-264-5494
 - ii. Lifts – (Braun Corporation) 1-800-the-lift
 - iii. Suspension - (optional if equip.) MOR/Ryde RSX rear suspension (574) 293-1581

8 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS ARTICLE TO THE MAXIMUM EXTENT APPLICABLE BY LAW, OPTIMAL EV DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. OPTIMAL EV DOES NOT WARRANT THAT OPERATION OF THE OPTIMAL EV POWERTRAIN AND CHASSIS UPFITKIT WILL BE UNINTERRUPTED OR ENTIRELY ERROR FREE.

OPTIMAL EV MAY CHANGE ANY OF THE ABOVE INFORMATION WITHIN THIS WARRANTY STATEMENT AT ANYTIME WITHOUT EXPRESSED PRIOR NOTICE.

Braun Commercial RA300 Transit Ramp

Braun "Worry-Free" Limited Warranty

The Braun Corporation ("Braun") warrants its ramp against defects in material and workmanship for three years, provided the ramp is installed, operated and maintained in conformity with this manual. Warranted replacement parts are covered until the expiration of the Braun warranty or 90 days, whichever is longer. The Braun warranty covers the cost of labor for any repair or replacement covered under the warranty during the first year of the warranty period, if an approved Braun dealer completes the warranty work.

The warranty registration card accompanying this ramp is to be completed and returned to The Braun Corporation within 20 days of purchase. If Braun receives the warranty card, the warranty period begins on the day the ramp is put into service. If Braun does not receive the warranty card, the parts warranty will expire in three years, and the labor warranty will expire in one year from the manufacture date of the ramp.

The Braun warranty does not cover any defects in the motor vehicle on which the ramp is installed, or defects in the ramp caused by any defect in the motor vehicle. The warranty does not cover work deemed by Braun to be normal maintenance, service, or periodic adjustments necessitated by use or wear. The Braun warranty is null and void if any repair or maintenance work is completed during the warranty period using parts not authorized by Braun or if, as determined solely by Braun, the ramp is damaged through accident, misuse or abuse, or altered in any way.

THIS WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, WHICH ARE HEREBY EXCLUDED. IN NO EVENT SHALL BRAUN BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL, ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCT.

To contact Braun or to obtain a list of Braun authorized dealers, call 1-800-THE-LIFT or visit our web site at www.braunlift.com.

The Braun Corporation
Winamac, Indiana

Return Authorization Procedure

When processing any warranty claims (parts, repairs, etc.), all requests must be processed through The Braun Corporation Product Support Department. Call 1-800-THE LIFT during normal working hours. Product Support will issue a Return Material Authorization (RMA) number and detail the procedures required for processing returns and/or authorizing credit.

The ramp identification information is provided on the Braun Serial No./Series No. identification tag and the two warranty cards (supplied with ramp). The lift identification information must be provided when filing a warranty claim or ordering parts.



International Corporate Hdqrs: P.O. Box 310 Winamac, IN 46996 USA
1-800-THE LIFT® (574) 946-6153 FAX: (574) 946-4670



35883

December 2009

WARRANTY:

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts are being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:

Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.

EXHIBIT B

CITY PO EXHIBIT
City and County of Denver
Fleet Management
Vendor Supplied Information Data

City Unit(s) # _____

(City Use Only)

ENTER CITY PURCHASE ORDER NUMBER: PO- _____

Example: PO-00003584

The following underlined forms and information are **REQUIRED for new vehicle deliveries:**

☐

Copy of entire Purchase Order (all pages)

☐

Original MSO (Manufacturers Statement of Origin) – is required for all vehicles except off-road and construction equipment. May receive one for some off road equipment if manufacturer issues one.

Name of purchaser:

City and County of Denver

Address:

201 W. Colfax Ave. Dept. 304

Denver, CO 80202

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Secured Dealer Bill of Sale (DR2407) – IN STATE ONLY – Required for on the road vehicles Such as cars, pickup[s], vans and any vehicle under 16,000 GVWR. Not needed if odometer Section is filled out and signed on MSO. Not required on vehicles over 16,000GVWR LBS.

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Application for Title and Registration (DR2395) – Required for all on-road vehicles and trailers.

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Verification of Vehicle Identification Number (DR2698) – Required for all Vehicles coming from an out of state dealer, incomplete vehicle. I.E. Cab and Chassis.

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Statement of Fact (DR2444) - Required on all vehicles with modifications to the cab and chassis. Such as a body crane, auxiliary engine, etc. The statement of fact must include the modifications made and include VIN numbers of chassis and equipment.

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Special Mobile Machinery Form (DR2689) - Required on all off road and Construction equipment. I.E. Front end loaders, tractors, skid steer loaders, Mowers, air compressors, motor graders, etc.

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Weight slip required - (on all incomplete vehicles that are made into a complete vehicle) – and all off-road equipment and construction type equipment. (Front end loaders, sweepers, graders, air compressors, rollers, etc.).

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Temporary License Plate – Required for all on-road vehicles. Not required for off road Equipment.

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Original Dealer Invoice – Required for all vehicles on and off the Road.

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Receipt or Contract for Optional Warranty – Only if spec or called out on P.O.

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Shop and Parts manuals (as required) (CD or electronic form preferred) – Only if spec or show as a line item of P.O.

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Standard Sales Tax Receipt for Vehicle Sales (DR0024)-IN STATE ONLY- Required for purchases to disclose the purchase amount to the state.

Dealer Signature: _____ Date: _____