Memorandum

MIAMI-DADE COUNTY

Date: March 8, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(F)(7)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Access the Central Florida Regional Transportation Authority Contract for Heavy Duty Transit Buses

Recommendation

It is recommended that the Board of County Commissioners (Board) approve accessing the competitively-established Central Florida Regional Transportation Authority d/b/a LYNX Contract No. 14-C09 for the purchase of heavy duty transit buses for Miami-Dade Transit. The contract was awarded to Gillig, LLC in December 2013 for a five-year term for the manufacture and delivery of low-floor heavy duty transit buses to members of the Florida Public Transportation Association (FPTA), of which Miami-Dade County is a member. Upon Board approval of accessing this contract, Miami-Dade Transit intends to submit purchase orders to Gillig, LLC to purchase five (5) 40-foot buses to replace buses that have reached the end of their useful life.

Market research conducted by LYNX indicates that the bus prices under the contract are fair and reasonable. Similarly, Miami-Dade Transit's independent market research revealed that accessing LYNX's contract allows the County to benefit from economies of scale (lower pricing) as a single contract leverages the purchasing power of FPTA members.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five (5) buses to be purchased is $2,670,000.

Department	Allocation	Funding Source	Contract Manager
Transit	$2,670,000	Federal Funds	Fred Shields
Total	**$2,670,000**		

Track Record/Monitor

Jesus Lee, CPPB, of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any extensions or renewals, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade or Broward*	Number of Employee Residents 1) Miami-Dade 2) Broward 3) Percentage*	Principal
Gillig, LLC	25800 Clawiter Rd. Hayward, CA	None	None None None	Joe Policarpio

*The information in this table is being provided pursuant to Resolution No. R-1011-15. The percentage of employee residents is the percentage of the vendors' employees who reside in Miami-Dade or Broward County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two (2) percent User Access Program provision does not apply due to the federal funding source.
- The Small Business Enterprise Bid Preference and Local Preference Ordinances do not apply due to the federal funding source.
- The Living Wage Ordinance does not apply.

Alina Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: March 8, 2016

FROM: Abigail Price-Williams, County Attorney

SUBJECT: Agenda Item No. 8(F)(7)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(7)
3-8-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACCESS OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY D/B/A LYNX, CONTRACT NO. 14-C09, FOR A FIVE-YEAR TERM FOR THE PURCHASE OF HEAVY DUTY TRANSIT COACHES FOR THE MIAMI-DADE TRANSIT DEPARTMENT IN THE AMOUNT OF $2,670,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO ACCESS SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT INCLUDING EXTENSIONS AND RENEWALS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the access of the Central Florida Regional Transportation Authority d/b/a LYNX, Contract No. 14-C09, for a five-year term in the amount of $2,670,000.00 for the purchase of heavy duty transit coaches for the Miami-Dade Transit Department, and authorizes the County Mayor or County Mayor's designee to execute documents necessary to access the same for and on behalf of Miami-Dade County and exercise all provisions of the contract pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the contract documents are on file with and available upon request from the Internal Services Department, Procurement Management Services Division.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of March, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

EXECUTION COPY

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT No: 14-C09

For

HEAVY DUTY TRANSIT COACHES

THIS AGREEMENT (hereinafter, the "**Contract**") is made as of the 12th day of December, 2013 (the "**Effective Date**") by and between:

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "**LYNX**"), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

Gillig LLC a California Limited Liability Company (hereinafter referred to as the "**Contractor**"), with its principal place of business located at 25800 Clawiter Rd, Hayward CA and a Federal Employer Identification Number of 26-3085364.

W I T N E S S E T H:

WHEREAS, LYNX was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business; and

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the "**Services**"), according to the requirements in **LYNX RFP 13-R06 Heavy Duty Transit Coaches** (hereinafter referred to as the "**Solicitation**") and as further described herein; and

WHEREAS, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by LYNX (hereinafter referred to as the "**Response**"); and

WHEREAS, the Contractor warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Scope of Services**"), and as hereinafter stated; and

WHEREAS, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it; and

WHEREAS, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

WHEREAS, LYNX is the Executive Agent for certain other agencies detailed in the Scope of Services (each a "**Procuring Agency**" and collectively, the "**Procuring Agencies**"), which agencies also desire to obtain Services according to the requirements in the Solicitation and as further described herein; and

WHEREAS, LYNX and the Contractor agree that the Procuring Agencies shall be authorized to issue individual purchase orders in accordance with the terms and conditions of the Contract.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS**. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3** hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX's Administrative Rules as the same may be amended and restated from time to time and which are available at www.golynx.com (the "**Administrative Rules**"). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. **CONTRACT DOCUMENTS**. For the purposes of this Contract, the following documents are collectively referred to herein as the "**Contract Documents**":

(a) This Contract together with all Exhibits hereto;

(b) The General Provisions of LYNX, Attached as Exhibit C ;

(c) The Solicitation, as Amended; and

(d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES**. In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services**. The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

(b) **Minimum and Maximum Quantities**. The minimum number of Buses to be purchased collectively by LYNX and the Procuring Agencies is twenty-four (24). The maximum number of Buses to be purchased by LYNX and the Procuring Agencies is one thousand five hundred and eighty-five (1,585). (The term "Buses" shall have the meaning set forth in the Scope of Services.)

5. **TERM**.

(a) **Term**. Subject to the further provisions set forth in this **Section 6**, the term of this Contract shall be for a period of five (5) years commencing on **December 12, 2013** and ending **December 11, 2018.**

(b) **Termination**. LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 11** below.

6. **PAYMENT**.

(a) **Payment**. LYNX or the Procuring Agency agrees to pay the Contractor for the Services the amount provided in the Price Schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference.

(b) **Procedure for Invoicing**. Invoicing for Buses and related Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. For orders placed by LYNX, the invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. Orders placed other Procuring Agencies will be invoiced in accordance with Agency's Purchase Order.

(c) **Time of Payment by LYNX**. Subject to the terms and conditions provided herein, payment will be made within thirty (30) days after receipt of a proper invoice and acceptance (final or provisional) of the Bus(es). Within fifteen (15) days after arrival at the designated point of delivery, each Bus shall undergo testing by LYNX or the applicable Procuring Agency. If the Bus passes these tests, acceptance of the Bus by LYNX or the applicable Procuring Agency occurs on the fifteenth (15^{th}) day after delivery. Acceptance may occur earlier if LYNX or the applicable Procuring Agency notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, the Contractor requests a letter of discrepancies for resolution be issued by the fifteenth (15^{th}) day after delivery. LYNX and the Procuring Agencies reserve the right to conditionally or provisionally accept one or more Buses subject to the correction of minor deficiencies.

(d) **Additional Information**. LYNX may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(e) **Receipt of Payment by Contractor as Waiver Against LYNX**. The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against LYNX or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(f) **Subcontractors**. In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said subcontractor(s).

(g) **Withholding of 5% of Cost of Buses**. The Procuring Agency may withhold up to five percent (5%) of the total cost of each delivered and accepted Bus to assure correction of minor deficiencies. The withheld funds shall be paid in full to the Contractor within thirty (30) days of Bus acceptance, unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or receipt of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this subparagraph shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of the withholding option set forth in this Section shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

7. CONTRACTOR'S OBLIGATIONS.

(a) **Furnishing of Materials and Labor**. The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care**. The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of LYNX, who shall have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

(i) The Contractor's performance has been inspected and approved by LYNX or the applicable Procuring Agency and, if applicable, all punchlist items have been properly corrected to LYNX's or the applicable Procuring Agency's satisfaction; and

(ii) The Contractor has delivered to LYNX or the applicable Procuring Agency adequate documentation for securing title to the Bus(es) in the county of the applicable Procuring Agency (including without limitation a notarized MSO document transferring ownership), free and clear of all liens, mortgages and encumbrances, financing statements, claims and demands of any character; and

(iii) all the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to LYNX of any materials or documentation relating to the Services, including any warranty materials.

(c) **Compliance with Applicable Requirements**. The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

(d) **Payment of Taxes and Fees**. The Contractor shall pay any applicable license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder, if any. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the Contractor authorized to use LYNX's tax exemption number in securing such materials. LYNX reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if LYNX so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for LYNX to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by LYNX for said materials, for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

(e) **FICA**. The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals**. Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to LYNX as and when obtained.

(g) **Tests and Inspections**. The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) The Contractor shall indemnify and hold harmless LYNX and the Procuring Agencies or any of them, from and against all claims of liability to third parties for injury to or death of persons, or loss of or damage to property arising out of or in connection with the performance of the work under this Contract, and the use of the premises incident thereto, except where such liability arises out of the sole negligence of LYNX or the Procuring Agencies, or any of them, and shall defend all suits brought upon such claim and pay all costs and expenses incident thereto. LYNX and the applicable Procuring Agency shall have the right to participate in the defense of any suit, without relieving the Contractor of any obligation hereunder.

(i) **Indemnification**. The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(j) **Insurance**. During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, commercial general liability insurance with a financially responsible insurance carrier in an amount reasonably acceptable to LYNX and, at the request of LYNX, the Contractor shall name LYNX as an additional insured. The requirements set forth in the previous sentence shall be in addition to any other requirement that the Contractor maintain a specified level of insurance as otherwise set forth in the Contract Documents. The Contractor shall provide LYNX with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein or as otherwise set forth in the Contract Documents, as and when requested by LYNX.

(k) **Environmental Principles**. To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at http://golynx/EMSpolicyManual.com.

(l) **Additional Information**. The Contractor, at the request of LYNX, shall further provide to LYNX such other information as LYNX may reasonably request from time to time. Further, the Contractor shall at LYNX's request meet and have its employees and representatives meet with LYNX from time to time, regarding any of the Services to be rendered under the Contract.

8. **NO DISCRIMINATION/DBE REQUIREMENTS**.

(a) **No Discrimination**. Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) **DBE Requirements**. DBE requirements for this contract are set forth in Attachment G to the Solicitation document.

9. **PUBLIC RECORDS**. LYNX is an agency of the State and is subject to Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Contractor, as a result of the Contract, may also be subject to the Public Records Act and, if so, the Contractor will promptly respond in accordance with said statute to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify LYNX. LYNX's determination as to the necessity of such response shall be presumptively correct.

10. **LYNX PROPRIETARY INFORMATION**. The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof.

11. **TERMINATION**.

(a) **Default by Contractor**. LYNX may, in it sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may in his/her absolute discretion authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(b) **Termination by LYNX for Convenience**. This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever the LYNX Contracting Officer or LYNX shall determine that such termination is in the best interest of LYNX. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this **Section 12(b)** shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

(c) **Default by LYNX**. In the event LYNX is in default under this Contract, the Contractor shall first provide written notice to LYNX of said condition alleged by the Contractor to be a default, and LYNX shall have a reasonable period of time, not to exceed 60 days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor**. If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in

the Contract Documents, retain any and all remedies available for it against the Contractor, including the remedy set forth in **Section 7(h)**, all of which remedies shall be exclusive. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by LYNX in so doing.

12. **DISPUTE RESOLUTION**. If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a **"Legal Dispute"**), the parties agree that LYNX shall have the sole and exclusive discretion to elect which of the means set forth below that LYNX and the Contractor shall use to settle the Legal Dispute. At the sole discretion and option of LYNX, the parties shall attempt to resolve any Legal Dispute by one or more of the following means (with the exception that (c) and (d) below are mutually exclusive) and abide by the provisions thereto:

(a) **Informal Meeting Between the Parties**. If LYNX decides that the parties should initially attempt to resolve the Legal Dispute informally, then the parties agree to a meeting between the LYNX CEO and the Contractor's CEO (or other such officer with equivalent binding authority) whereby both parties try in good faith to settle the dispute and reach an agreement.

(b) **Mediation**. If LYNX decides that the parties should attempt to resolve the Legal Dispute by mediation, then the parties agree to try in good faith to settle the dispute by mediation which shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator before resorting to arbitration or judicial action. Any such mediation shall be held in Orange County, Florida.

(c) **Arbitration**. If LYNX decides that a Legal Dispute should be resolved by arbitration, then arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida.

(d) **Court of Law**. If LYNX decides that a Legal Dispute should be resolved in a court of law, then any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

Nothing in this **Section 12** shall in any way limit the right of LYNX to terminate this Contract under **Section 11** hereof.

13. **NOTICES**. All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: **Butch Sibley**, Regional Sales Manager; Regional Sales Manager; Telephone: (510) 589-9430; Email: bsibley@gillig.com.

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is: **Joseph Policarpio,** Vice President of Sales and Marketing; Gillig LLC, 25800 Clawiter Road, Hayward, CA 94545; Telephone:(510) 785-1500; Email: jpolicarpio@gillig.com.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates **David Burnett**, Deputy Director of Maintenance; 455 N. Garland Avenue, Orlando, FL 32801; Telephone: (407) 254-6193; Email: dburnett@golynx.com (the "Project Manager") with respect to the Contractor's performance of this Contract, and who will also serve as the primary point of contact for operational issues. LYNX may change such designation upon written notice to the Contractor.

(e) As of the date hereof, LYNX designates **Nancy Rodriguez,** Senior Contracts Administrator, 455 N. Garland Avenue, Orlando, FL 32801; Telephone: (407) 254-6033; Email: ganderson@golynx.com (the "**Contracting Officer**") as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

(f) The Project Manager, Contracting Officer, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

14. **MISCELLANEOUS**.

(a) **Governing Law**. The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **Attorney Fees**. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(c) **Waiver Of Jury Trial**. **EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

(d) **Assignment by Contractor**. LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(e) **Assignment by LYNX.** LYNX may unilaterally assign the right for purchases under this Contract to other Agencies listed in the Solicitation Document. LYNX will not assign rights without the prior concurrence of the Florida Public Transportation Authority subject to their then existing policies, rules and procedures. Any assignment of the rights and responsibilities of this contract is restricted to those agencies listed in the original procurement, including any added by solicitation amendment prior to award. Additionally, all agencies with quantities originally provided to LYNX as part of the pre-solicitation planning process must document in writing should any excess quantities not be needed, were unintentional, and are not needed to support its transit system. Additional quantities thus released may then be assigned to other Consortium agencies listed in the contract.

(f) **RESERVED**

(g) **Captions and Headings**. The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(h) **Number And Gender**. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(i) **Multiple Counterparts**. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(j) **Survival**. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(k) **No Third-Party Beneficiary**. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

15. **AMENDMENT OF CONTRACT**. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

16. **LYNX APPROVAL**. This Contract shall be effective upon its approval by the LYNX Governing Board.

17. **ENTIRE CONTRACT**. This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

"CONTRACTOR"	**"LYNX"**
Gillig LLC, a California Limited Liability Company	**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
By:_____	By:_____
Name:_____	Name: John M. Lewis, Jr.
Title: _____	Title: Chief Executive Officer
Date:_____	Date: December 5, 2013

Approved as to Form:

This Contract is approved as to form only for execution by LYNX, and this approval is not to be relied upon by the Contractor or any other person for any purpose.

AKERMAN SENTERFITT,
LYNX General Counsel

By:_____
Patrick T. Christiansen, Shareholder

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

"CONTRACTOR"	**"LYNX"**
Gillig LLC, a California Limited Liability Company	**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**
By: J Policarpio	By:
Name: JOSEPH POLICARPIO	Name:
Title: VICE PRESIDENT	Title:
Date: NOVEMBER 7, 2013	Date:

Approved as to Form:

This Contract is approved as to form only for execution by LYNX, and this approval is not to be relied upon by the Contractor or any other person for any purpose.

AKERMAN SENTERFITT,
LYNX ~~General~~ Counsel

By: Patrick T. Christiansen 12/5/13
Patrick T. Christiansen, Shareholder

Exhibit "A"

SCOPE OF SERVICES

Contractor shall provide 30-foot, 35-foot and 40-foot low-floor heavy duty transit buses powered by diesel, diesel electric hybrid, or CNG power packages meeting the specifications in Part III of LYNX RFP 13-R06 as amended and as further described in this Exhibit (herein referred to individually as a "Bus" and collectively as the "Buses") on an as needed basis. The successful contractor shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts when applicable issued and pursuant to this contract.

Minimum and Maximum Quantities

The minimum number to be purchased is 24. This minimum number reflects one unit per consortium member. The maximum number of to be purchased is **1,585***. There is no minimum or maximum number of each different size of bus. The minimum and maximum are for the total number of buses to be purchased. Each Consortium member has a maximum number of buses they can purchase regardless of the size of the bus and either diesel or hybrid electric drive or CNG.

Consortium Members

The following named agencies are members of the consortium and are authorized to issue purchase orders in accordance with the terms and conditions set forth in the Contract. The total number of Buses ordered pursuant to all purchase orders for each agency shall not exceed the maximum number of buses (listed beside the agency name below) without obtaining assignability.

Miami-Dade Transit, 713
Central Florida Regional Transit Authority d.b.a. LYNX, 200
Jacksonville Transportation Authority, 121
HART, 102
Palm Tran - Palm Beach County, 87
Pinellas Suncoast Transit Authority, 601
Regional Transit System (RTS), 50
Sarasota County, 39
Votran - Volusia County, 35
ECAT, 25
Space Coast Area Transit, 22
Lee County Transit, 22
City of Tallahassee/StarMetro, 18
Manatee County Area Transit d.b.a. MCAT, 16
Collier Area Transit, 15
City of Key West, 14
Council on Aging of St. Lucie, Inc., 10
SunTran, 8
Hernando County- THE Bus, 8
Pasco County Public Transportation (PCPT), 8
Bay County Transportation Planning Organization, 5
GoLine Indian River Transit, 3
Martin County Board of County Commissioners, 3
Lakeland Area Mass Transit District dba Citrus Connection, 1

[1] The maximum bus order for PSTA is 60; however, this maximum, and the resulting increase to the overall maximum, may be increased by 115 total buses in the event a referendum is approved by voters in a November 2014 Ballot Initiative.

Assignability
Any assignment of the rights and responsibilities of this contract is restricted to those agencies listed in the original procurement, including any added by solicitation amendment prior to award. Additionally, all agencies with quantities originally provided to LYNX as part of the pre-solicitation planning process must document in writing should any excess quantities not be needed, were unintentional, and are not needed to support its transit system. Additional quantities thus released may then be assigned to other Consortium agencies listed in the contract.

Ordering Instructions
Each Procuring Agency will forward to LYNX the executed purchase order for the buses being purchased. Each purchase order will contain the pricing for any and all optional equipment and or accessories listed in the Contractor's proposal. LYNX will promptly assign each order a tracking and control number and forward a copy of the request and purchase order to the FPTA for processing and invoicing of transaction fees ($500 per bus, not to exceed $10,000 per calendar year). FPTA will copy LYNX on the invoice to each Procuring Agency. Upon receipt of the invoice copy, LYNX will forward the purchase order to the Contractor.

NOTE: The Contractor will at **no time** accept a purchase order directly from any Procuring Agency. Transaction Fee will be paid directly from Procuring Agency to FPTA.

Delivery Time
Delivery of coaches shall be no later than **365** calendar days after the close of the calendar quarter (i.e., March 31, June 30, September 30, December 31) in which the Procuring Agency's purchase order is delivered to the contractor. Delivery shall be made on Monday through Friday; Federal and State holidays excluded, between the hours of 8:00 A.M. and 4:00 P.M. local time.

FOB Point
The FOB point shall be the delivery address indicated on the individual purchase order.

Acceptance
The Procuring Agency will provide the contractor written notice of acceptance or rejection of each bus upon completion of acceptance testing and within a reasonable period after delivery to facilitate that testing. If the equipment is rejected, the notice shall state the discrepancy noted. The Procuring Agency reserves the right to conditionally or provisionally accept one or more coaches subject to correction of minor discrepancies.

Assumption of Risk of Loss
Contractor shall bear the risk of any loss or damage to the buses ordered until they are delivered in conformity with this Contract at the specified F.O.B. point. Upon such delivery, contractor's responsibility for losses or damage shall cease, except for loss or damage occurring prior to or upon delivery, or loss or damage resulting from contractor's negligence or intentional acts.

Repairs by Contractor
If Procuring agency requires the Contractor to perform repairs after rejection or conditional acceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving notification from Procuring agency of failure of acceptance tests. Procuring agency shall make the equipment available to complete repairs timely with the Contractor's repair schedule.

License and Taxes
LYNX and the various Procuring Agencies are exempt from Federal and State taxation and will

provide a tax exempt certificate as required. All applicable Federal taxes, State of Florida sales taxes, and any other taxes are the responsibility of the Contractor. The Contractor shall procure any and all licenses, permits, or certificates required by properly constituted authorities for the performance of the service

Title

Adequate documents for securing the coach title in the county of the individual Procuring Agency shall be provided to the Procuring Agency at least thirty (30) working days before each coach is released to the common carrier driveway. Following acceptance of each coach, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all liens, mortgages and encumbrances, financing statements, claims, and demands of any character.

The Procuring Agency is responsible to provide the Contractor with the necessary information to title the vehicles and shall provide a point to contact for the delivery of the titles.

Approved Equals:

See Attachment 1 to this Exhibit A: Approved Equals Request

ATTACHMENT 1 TO EXHIBIT "A"

(Note: "ATTACHMENT D" in this Exhibit A is in reference to RFP 13-R06 and not Contract 14-C09)

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PG 39

Component Item Listed: NOISE

Proposed Item: DRIVERS AREA NOISE LEVEL

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PG 39

The bus-generated noise level experienced by a passenger at any seat location in the bus shall not exceed 80 dBA. The driver area shall not experience a noise level of more than 75 dBA.

GILLIG PROPOSAL

Gillig will provide a maximum noise level at the driver's area of 75.3 dBA as recorded during the Altoona bus test on the Gillig 40 foot. This noise level is standard on Gillig buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PG 41

Component Item Listed: DEPARTURE ANGLE

Proposed Item: DEPARTURE ANGLE (30' LF BUS)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PG 41

Ramp Clearances-Table 2
Departure angle for 30'- 45' Bus 8.7 degrees (min.)

GILLIG PROPOSAL

Gillig will provide our 30' low floor bus with a maximum departure angle of 8.1 degrees. This departure angle is standard on 30' low floor Gillig buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

Company Name: GILLIG LLC

APPROVED

Specification Section Number: PG 49

Component Item Listed: ENGINE COOLING (DRAIN COCKS)

Proposed Item: ENGINE COOLING (DRAIN PLUG)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 49

Engine Cooling
All low points in the water-based cooling system shall be equipped with drain cocks.

GILLIG PROPOSAL

Gillig would like to clarify that the electric cooling system comes standard with a 1/4" MPT brass hex plug at the low point, rather than the drain cock. This is the standard cooling system drain supplied as part of the radiator assembly and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PG 55

Component Item Listed: FUEL LINES (CNG)

Proposed Item: 3600 PSI PRESSURE TEST

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 55

Fuel Lines, CNG
High-pressure CNG lines shall be pressure tested to a minimum of 125 percent of system working pressure prior to fueling.

GILLIG PROPOSAL
Gillig advises that the requirement to pressure test the CNG fuel system to 125% of system working pressure is not recommended by our tank manufacturer. If the tanks were pressurized to 125% (4500 psi) they would need to be recertified for use.

Gillig proposes the CNG fuel system pressure test be up to 3600 psi.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 56

Component Item Listed: FUEL CONTAINERS

Proposed Item: DESIGN CLARIFICATION

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 56

The roof and above the engine mounted tanks shall be contained within a skeletal structure resembling a roll cage and contained within an enclosure.

GILLIG PROPOSAL

Gillig proposal will include our roof mounted tanks are contained in a welded powder coated steel structure with hinged clamshell tank fairings developed with and fabricated from Performance Composites and uses a composite core construction technique. Composite core construction uses a layer of honeycomb core sandwiched between two thicknesses of laminated fiberglass. This sandwich construction can be both lighter and stronger than a conventional construction made with only solid fiberglass laminates. The cored fiberglass also has tremendous impact strength to absorb impact. Testing has proven that honeycomb core materials have better memory enabling them to spring back into shape after a concussion. These sandwiched laminates are structural and create a continuous wall system.

ATTACHMENT D – REQUEST FOR EQUALS
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APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 60

Component Item Listed: ENGINE BULKHEADS

Proposed Item: CLARIFICATION DOCKET 90

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 60

This bulkhead shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993.

GILLIG PROPOSAL

Gillig wishes to advise the Agency that the Gillig Low Floor bus is fully compliant with all the applicable Federal Motor Vehicle Safety Standards (FMVSS), including FMVSS 302, which is the current industry standard.

Your specifications mention in several locations the requirement to comply with Docket 90-A. Please note that this regulation was issued by the Federal Transit Administration on October 20, 1993, and governs "RECOMMENDED Fire Safety Practices for Transit Bus and Van Materials."

We want to clarify that the Docket 90A requirement listed in the specifications is a voluntary recommended regulation and some (but not all components) may comply.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAG E 66

Component Item Listed: KNEELING LAMP (2.5" DIAMETER)

Proposed Item: APPROXIMATLEY 2" DIAMETER

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 66

A warning light mounted near the curbside of the front door, a minimum 2.5 in. diameter amber lens, shall be provided that will blink when the kneel feature is activated.

GILLIG PROPOSAL

Gillig proposal will include a kneeling lamp that is approximately (2") in diameter with a 4-second cycle time to facilitate boarding.

Gillig's flashing amber light is mounted on the exterior of the bus after of the entrance door with audible alarm. The driver will also have an indicator warning light on the dash. This configuration is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 68

Component Item Listed: STEERING COLUMN

Proposed Item: STEERING COLUMN ADJUSTMENT RANGE

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 68

The steering wheel shall have full telescoping capability and have a minimum telescopic range of 2 in. and a minimum low-end adjustment of 29 in.,

GILLIG PROPOSAL

Gillig proposal includes a Douglas steering column with a telescopic adjustment of 1.875". The maximum telescopic range with 0 degree tilt is 30.75"inches and a low-end telescopic adjustment of 28.87". This is standard with the Douglas steering column. This is the standard steering column in the Gillig LF and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
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DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 69

Component Item Listed: TURNING RADIUS 40' BUS (44')

Proposed Item: TURNING RADIUS 40' BUS (44.7')

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 69

Maximum Turning Radius 40ft low floor bus: 44 feet.

GILLIG PROPOSAL

Gillig proposal includes our standard 40 foot Low Floor busthat has a maximum turning radius of 44 feet, 7 inches measured over the bumper.This is standard on Gillig low floor buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 69

Component Item Listed: TURNING RADIUS 40' BUS (44')

Proposed Item: TURNING RADIUS 40' BRT BUS (45'1.5")

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 69

Maximum Turning Radius on BRT style 40ft low floor bus: 44 feet

GILLIG PROPOSAL

Gillig proposal includes our standard 40 foot Low Floor BRT bus that has a maximum turning radius of 45 feet, 1.5 inches measured over the bumper. This is standard on Gillig low floor BRT buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 74

Component Item Listed: AIR RESERVOIRS (Drain Valve Location)

Proposed Item: AIR RESERVOIRS (Drain Valve Location)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 74

All air reservoirs shall meet the requirements of FMVSS Standard 121 and SAE Standard J10 and shall be equipped with drain plugs and guarded or flush type drain valves.

GILLIG PROPOSAL

Gillig would like to clarify that the air reservoirs on a Low Floor bus are mounted in the roof structure in an air tank compartment under the roof, making these drain valves impractical.

Gillig proposal will include four (4) drain valves on the road side of the bus conveniently located approximately waist high above the battery box. This is standard on Gillig low floor buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 77

Component Item Listed: BATTERY COMPARTMENT (HOLD DOWN MATERIAL, PLASTIC OR FIBERGLASS)

Proposed Item: BATTERY COMPARTMENT (HOLD DOWN MATERIAL, METAL)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 77

The battery hold-down bracket shall be constructed of a non-metallic material (plastic or fiberglass).

GILLIG PROPOSAL

Gillig proposal will include a battery hold-down bracket constructed of a black powder coated metallic material. Gillig believes a metal hold-down bracket is much stronger and less susceptible to braking then plastic or fiberglass material. This is standard on Gillig low floor buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 104

Component Item Listed: VENTILATION SYSTEM

Proposed Item: VENTILATION SYSTEM

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 104

A ventilation system shall be provided to ensure driver comfort and shall be capable of providing fresh air in both the foot and head areas.

GILLIG PROPOSAL

Gillig wishes to advise the Authority that a driver's fresh air vent system is not incorporated in the front driver's heater/defroster system.

Gillig proposal will provide a driver's booster fan that provides cooled or heated air from the passenger heater or air conditioner to the driver's compartment. There are two fan speeds; "HIGH" and "LOW".This is standard on Gillig low floor buses and is consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 106

Component Item Listed: SIDE BODY PANELS (Impact Resistant Material)

Proposed Item: ALUMINUM (Quick Change) SIDE BODY PANELS

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 106

The lower section (approximately 17.5 in.) of the side body panels (low-floor buses)) shall be made of impact-resistant material and shall be easily and quickly replaceable.

GILLIG PROPOSAL

Gillig wishes to advise the Agency that all of the exterior side panels on Gillig Low Floor bus are aluminum. Aluminum is used for the exterior skins, due to the fact it is durable and does not rust. The top of the aluminum side panel is fitted into a slot on the full-length extrusion at the window line, while the bottom of the panel is bolted to the frame. This allows a damaged body panel to be changed very quickly and reduces the amount of bus downtime.

Gillig Proposal includes our standard (Quick Change) aluminum side panels. These panels are standard on Gillig low floor buses and are consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 109

Component Item Listed: FINISH AND COLOR (Process)

Proposed Item: FINISH AND COLOR (Process)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 109

The bus shall be completely painted prior to installation of exterior lights, windows, mirrors and other items that are applied to the exterior of the bus.

GILLIG PROPOSAL

Gillig production process installs the front and rear exterior marker lamps prior to the front and rear cap being installed and painted. Gillig proposal includes final paint with the front and rear marker lights installed. This process is standard on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 112

Component Item Listed: SERVICE AREA LIGHTING (Locations)

Proposed Item: SERVICE AREA LIGHTING (Locations)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without theniecessary technical information will be returned.

RFP PAGE 112

These service areas shall include, but not be limited to, the engine compartment, the communication box, junction/apparatus panels and passenger door operator compartments.

GILLIG PROPOSAL
Gillig would like to clarify for the Agency that our service area lighting is limited to the engine compartment and the front I/O control panel. Gillig believes the passenger compartment lights provide sufficient light for the other areas outlined in the RFP. This is the standard service area lighting on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 112

Component Item Listed: ENGINE COMPARTMENT LAMPS

Proposed Item: ENGINE COMPARTMENT LAMPS

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 112

A minimum of 5 Engine compartment lamps shall be controlled by a switch mounted near the rear start controls.

GILLIG PROPOSAL

Gillig would like to clarify for the Agency that our engine compartment lighting system includes three (3) LED strip lights. The LED lights are strategically located to provide ample lighting throughout the engine compartment to provide excellent illumination, This is the standard engine compartment lighting on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

Company Name: GILLIG LLC

APPROVED

Specification Section Number: Page 116

Component Item Listed: INTERIOR LIGHTS

Proposed Item: INTERIOR LIGHTS

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 116

Failure of any light fixture or driver module shall be broadcasted via telltale light panel or dashboard display.

GILLIG PROPOSAL

Gillig is unable to provide light fixtures and modules to communicate such requests as they not integrated with the telltale light panel. This is the standard on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 123

Component Item Listed: REAR DOOR (Dimensions)

Proposed Item: REAR DOOR (Dimensions)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 123

The rear or exit door shall be a two panel swing out type designed to provide a minimum clear opening of 30" inches and a minimum height of 78 inches.

GILLIG PROPOSAL

Gillig proposal will include a two panel swing out rear door with the following dimensions:

Door frame width	34"
Opening width to door panel	30"
Opening width to handle	26"
Rear door clear height is	77"

This is the standard on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

APPROVED

Company Name: GILLIG LLC

Specification Section Number: PAGE 137

Component Item Listed: ANTENNA CABLES (CONDUIT)

Proposed Item: ANTENNA CABLES (W/ O CONDUIT)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP PAGE 137

All antenna cables shall be run in 1 inch diameter conduit to the radio box.

GILLIG PROPOSAL

Gillig proposal will include installation of the antenna as required but is unable to provide provisions for a conduit. This is the standard on Gillig low floor buses and consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
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SEE REVISED LANGUAGE IN
CONTRACT EXHIBIT "A" p 14.

Company Name: GILLIG LLC

Specification Section Number: 2.9

Component Item Listed: ASSUMPTION RISK OF LOSS

Proposed Item: ASSUMPTION RISK OF LOSS (Proposed Language)

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

RFP SECTION 2.9

The Procuring Agency shall assume risk of loss of the vehicle(s) only upon final acceptance.

GILLIG PROPOSAL

Gillig proposal includes that the assumption of risk of loss of the bus transfers to the Agency upon delivery of each bus to the Agency's receiving facility. This wording complies with the wording in the APTA Standard Bus Procurement Guidelines, is standard in the transit bus industry and is for insurance purposes. The assumption of risk of loss transferring to the procuring agency upon delivery is also consistent with previously provided Florida bus orders.

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
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APPROVED

Company Name: GILLIG LLC

Specification Section Number: Page 16-17 of 18 Sample Contract Form

Component Item Listed: INSURANCE
The Contractor shall, at all times during the term of the Contract and extended terms thereof, provide andmaintain the following types of insurance protecting the interests of LYNX and the Contractor with limits of liability not lessthan those specified below.

Proposed Item: INSURANCE – COVERAGE

If Gillig is the successful bidder for this procurement, we propose to provide our "standard" Certificate of Liability Insurance as "reasonably acceptable" to Lynx and other members of the Consortium (copy attached for reference).

Insurance Cert 2013.pdf

A separate form must be submitted for each request for an approved equal. Proposers arerequired to submit technical information for each item. Any request received without thenecessary technical information will be returned.

OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tave Risk Management 450 Skokie Blvd. - Bldg. #800 Northbrook, IL 60062 847-267-0415 847-267-0478	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GILLI-1
INSURED GILLIG LLC 25800 Clawiter Road Hayward, CA 94545-3213	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company INSURER B : Zurich American Insurance Co. INSURER C : Chartis Specialty Insurance Co INSURER D : American Zurich Insurance Co. INSURER E : ACE American Insurance Company INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $500K/occ GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			037205383	10/01/12	10/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 4,500,000 $ 300,000 $ 0 $ 4,500,000 $ 4,500,000 $ 4,500,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X GKLL LMT $1M			BAP 5223578-04	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5223575-04 (DED) WCUC47124931	10/01/12 10/01/12	10/01/13 10/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess GL			4944070	10/01/12	10/01/13	Occ/Agg.	$10MM/$10MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This Certificate is for Informational Purposes Only.

(See Page 2)

CERTIFICATE HOLDER	CANCELLATION
GILLIG1 Gillig LLC PO Box 3008 Hayward, CA 94540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ruth R Tave

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Carrier E - ACE American Insurance Company
$400,000 SIR Each Accident
$400,000 SIR Each Employee Disease

ATTACHMENT D – REQUEST FOR EQUALS
RETURN THIS PAGE WITH YOUR PROPOSAL
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APPROVED

Company Name: GILLIG LLC

Specification Section Number: EXHIBIT "A" PRICE PROPOSAL PAGE

Component Item Listed: BASE ENGINE AND RELATED BASE EQUIPMENT

Proposed Item: CURRENT YEAR ENGINE AND EQUIPMENT

A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.

RFP PAGE EXHIBIT "A" PRICE PROPOSAL FORM

- Page 141 Line 4 requires 18.7 CFM Air Compressor as the BASE
- Page 141 Line 7 requires the Bendix AD9 Air Drier as the BASE
- Page 146 Line 194 requires the Cummins ISL 280 HP (Pre 2010) w/ EGR and Diesel Particulate filter as the BASE
- Page 143 Line 100 requires L&M Radiator as the BASE

GILLIG PROPOSAL

Gillig wishes to advise the 18.7 CFM Air Compressor, the Bendix AD9 Air Drier, and the Cummins ISL 280 HP (Pre 2010) are not available in new production buses. Gillig will provide the Cummins 37.4 Air Compressor, the SKF HCT_2000 Duraguard Air Drier, and the 2013 Cummins ISL 280 HP engine. These are all approved components with current model year production buses, the standard components on the Gillig Low Floor bus and consistent with previously provided Florida buses.

Gillig wishes to advise we will provide an EMP electric fan system and radiator in place of the L&M radiator stated as the BASE in Exhibit "A". The EMP system meets the criteria of the specification document.

Exhibit "B"

PRICE SCHEDULE

LYNX and the Procuring Agencies reserve the right to order Buses and equipment over the five (5) year period beginning upon the date of contract award. The prices of such buses and equipment shall be the prices quoted below. These prices shall remain fixed for any orders issued by the Procuring Agency within a period of ninety (90) days of contract award. The price(s) of any buses or equipment ordered by the Procuring Agency after the initial ninety (90) day firm/fixed price period shall be that quoted (Base Order Prices) plus any escalation which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Trucks and Bus Bodies". The escalation in this index will be used to adjust the Base Order Prices. However, in no event will the prices for any purchase order release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release if the base price of the date of the purchase order release is less than twelve (12) months after the initial contract award.

FORMULA:

Index Point Change

	EXAMPLE
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	137.6
Equals Index Point Change	3.5

Index Percent Change

Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.6
Equals	.0254
Results Multiplied by 100	.0254 x 100
Equals Percent Change	2.54%

Base Order Price		$1,000.00
Plus Percent Change	(2.54% x $1,000)	25.40
Revised Price for Future Order		$1,025.40

EXAMPLE:

CONSORTIUM agency awarded its contract in July 2003, and has received its initial order of buses. In August 2004, CONSORTIUM agency elects to purchase more buses for delivery in 2005. The published data for PPI-Category 1413 shows an index value of 141.1 in August 2004 (Future Award Month). The index for July 2003 (Base Award Month) was 137.6. The percentage change in the index values from July 2003 to August 2004 would be 2.54%. The buses ordered in August 2004 would be priced 2.54% higher than the base award price. This example assumes that the August 2004 order contained no significant equipment modification when compared with the original order.

Significant Equipment Modifications. If any significant equipment modifications are made, in compliance with Section 2.14 (entitled "Contract Modifications"), under the Terms and Conditions of this contract,

LYNX and Contractor will enter into negotiations to determine the price of the equipment modification(s) and the impact of the modification(s) on the Base Order Price(s).

The following calculations will be used to convert the then current price of the modification(s) to the value of the modification(s) on the date of the Base Order Price:

FORMULA

Index Point Change

EXAMPLE

PPI Index: Future Equipment Modification Month		141.1
Less PPI Index: Base Award Month		137.6
Equals Index Point Change	3.5	

Index Percent Change

Index Point Change	3.5	
Divided by PPI Index: Base Award Month		137.6
Equals		.0254
Results Multiplied by 100	.0254 x 100	
Equals Percent Change	2.54%	

Future Equipment Modification Price		$200.00
Less Percentage Change (2.54% x 200.00)		$ 5.08
Value of Equipment Modification During Base Award Month	$194.92	

Base Award Price	$1,000.00
Plus Equipment Modification Cost	$ 194.92
Equals Revised Base Order Price	$1,194.92

All future releases, including the equipment modification(s) will be priced based upon the new revised Base Order Price.

The Base Pricing of the Buses is as follows:

First 500 Buses Ordered[1]	Base Price
30 ft. HD Transit Bus (Base Package)	$377,849.00
35 ft. HD Transit Bus (Base Package)	$384,463.00
40 ft. HD Transit Bus (Base Package)	$388,963.00
Weighted Delivery Charge for FL Agencies	$7,447.00

[1] This Base Price includes a quantity discount of $750 per bus offered in Gillig Letter dated October 1, 2013. Additional Discounts to the base price are included in the letter (501-1,000 discounted by $1,500 per bus; 1,001-1,585 discounted by $3,000 per bus) and are included in the Base Prices shown in this section.

Buses 501-1,000	Base Price
30 ft. HD Transit Bus (Base Package)	$377,099.00
35 ft. HD Transit Bus (Base Package)	$383,713.00
40 ft. HD Transit Bus (Base Package)	$388,213.00
Weighted Delivery Charge for FL Agencies	$7,447.00

Buses 1,001-1,585	Base Price
30 ft. HD Transit Bus (Base Package)	$375,599.00
35 ft. HD Transit Bus (Base Package)	$382,213.00
40 ft. HD Transit Bus (Base Package)	$386,713.00
Weighted Delivery Charge for FL Agencies	$7,447.00

Detailed Option Pricing is provided in the following attachments to this Exhibit:

Attachment 1 to Exhibit B: Price Proposal Form (LYNX Form)
Attachment 2 to Exhibit B: Base Equipment and Alternatives Price Sheet (Proprietary)
Attachment 3 to Exhibit B: Gillig Letter dated October 1, 2013 – Clarifications and Quantity Pricing
Attachment 4 to Exhibit B: Gillig Confirmation of Training Cost

PART IV – REQUIRED PRICE PROPOSAL FORM
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL

CLIN	Description	Cost
0001	Bus, Diesel, 30 Foot Low Floor, 102" Wide	$378,599.00
0002	Bus, Diesel, 35 Foot Low Floor, 102" Wide	$385,213.00
0003	Bus, Diesel, 40 Foot Low Floor, 102" Wide	$389,713.00
0004	Weighted Delivery Charge for Florida Agencies	$7,447.00
0005	Train the Trainer	$1,500.00
0006	Operator Orientation	$1,500.00 PER CLASS
0007	Technical Training	$57,100.00
0008	OEM Training – Engine	$2,100.00
0009	OEM Training – Transmission	$2,100.00
0010	OEM Training – Data Communications System	$5,000.00
0011	OEM Training – Hybrid	$5,300.00
0012	OEM Training – CNG	$5,000.00
0013	OEM Training – Fare Box Collections	$2,000.00

Company Name	Payment Terms
GILLIG LLC	NET CASH 30 DAYS COMPLY WITH 2.13 PAYMENT SCHEDULE
Print or Typed Name of Authorized Official	Title of Authorized Official
JOSEPH POLICARPIO	VICE PRESIDENT
Signature	Date
	AUGUST 15, 2013

Major Component Equipment Items

Each Proposer shall furnish a detailed pricing sheet for each major CLIN. Please indicate the manufacturer and model number of the major components included in your base price (reflected in the CLINs above) and the available options on a per bus add/delete cost.

Optional Equipment

Each Proposer shall include with the proposal response pricing on a per bus add/delete cost for the optional equipment available. Exhibit A to this Required Price Proposal Form is Attached and required for Proposers to submit Optional Equipment Pricing.

Optional Payment Schedule

The Contractor **will [ ] will not [X]** (Contractor must indicate) offer terms and unit pricing based upon progress payments. It is the option of the Procuring Agency to allow for the use of progress payments. The Contractor shall state in their proposal the percentage of work for each major phase and shall total 100%. In all cases title to material included in any progress payment request shall pass to the Agency upon payment by the Agency. Said title shall be free of all encumbrances. However, such transfer of title shall not relieve the Contractor of its responsibility for the furnishing, installation, fabrication or inclusion of said materials as a deliverable element of buses procured in accordance with the requirements of the Contract.

LYNX – REQUEST FOR PROPOSAL 13-R06
HEAVY DUTY TRANSIT COACHES

GILLIG provides the following additional information in response **to Section 1.19 Evaluation Criteria,** Page 7 of the specifications:

III PRICE

1. **Bus - pricing provided as requested**

2. **Option – pricing provided as requested**

3. **Delivery**
   GILLIG confirms we will comply with the specification requirements for delivery as outlined in your specifications.

   "Delivery of coaches shall be no later than 365 calendar days after the close of the calendar quarter (i.e. March 31, June 30, September 30, December 31) in which the Procuring Agency's purchase order is delivered to the contractor."

4. **Training**
   GILLIG has quoted Training on the Pricing pages as required. Additional information on the Quality of Training Program is provided in a separate section I. PRODUCT, item 7, as required

5. **Progress Payments**
   The proposal excludes progress payment terms.

6. **Prompt Payment Terms**
   GILLIG proposes to comply with the Procuring Agency section 2.13 Payment Schedule (excluding progress payments as noted above) where payment will be made within 30 days of receipt of a proper invoice and acceptance (final or provisional) of the coach(es).

GILLIG

PRICING CLARIFICATION

All the following general comments and clarifications may not apply to your specific procurement, but they are included so as to avoid misunderstandings, so they should not be construed as making this a conditional bid. These comments do not change the quoted pricing for the initial order and build.

TAX/FEE STATEMENT

The prices quoted for this procurement are for the specified deliverables only and **exclude** (unless specifically noted by buyer or seller) any Local, City, County, State, Franchise or Income or Value Added(VAT) taxes, tariffs, fees, business licenses, or other licenses, that may need to be paid as part of the performance of this contract, or any option of it. If any additional fees are required, they will be noted and added to the appropriate invoice.

PAYMENT

All Prices are in U.S. Dollars and payments are only accepted on U.S. bank checks or via electronic funds transfers, (no credit, debit or bank cards) and any applicable transaction fees would be the responsibility of the buyer.

EMISSIONS AND OTHER REGULATED OR MANDATED CHANGES

The prices quoted for the initial build quantity are for vehicles meeting all applicable Federal and State regulations (including EPA, CARB, or NHTSA requirements) **currently known to be in effect at the time of delivery of those vehicles.** Changes caused by or related to future regulations, any subsequently enacted regulations, or technologies necessitating revisions from the currently proposed vehicle configuration (e.g. component change/availability due to emission or other regulations, requirements or mandates), may require a price adjustment, which would be subject to negotiation and agreement by both Gillig and the buyer. This latter statement applies to future builds only that may need to use different components or currently unknown or unavailable technology, to meet regulations or requirements in effect at the time(s) of those optional deliveries(e.g. costs or technologies to meet 2017 emission requirements are currently unknown).

OPTIONAL BUILD PRICING

Most bids include a PPI adjuster to determine pricing for future builds, and this is to clarify that bus pricing for such future build quantities may be different from the PPI adjusted price because of the above regulated/mandated changes and/or due to customer initiated change notices.

GILLIG LLC

By _____

JOSEPH POLICARPIO

TITLE VICE PRESIDENT

DATE JULY 25, 2013

GILLIG LLC

LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE
FOR LYNX RFP-13-R06
AUGUST 19, 2013

GILLIG LLC warrants to the original purchaser, that its transit coaches, save and except for those major component assemblies and other parts described below which are separately warranted by their respective manufacturer's (OEM's), will be **FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE**, for the distance or time periods specified in the attached, and agrees to REPAIR or REPLACE the defective parts AT NO COST TO THE PURCHASER. This is a limited warranty subject to the provisions stated below and is referred to as GILLIG's Standard Limited Warranty.

This warranty **DOES NOT COVER** malfunction or failure resulting from the purchaser's or its agents or employees alteration, misuse, abuse, accident, neglect or failure to perform normal preventive maintenance as outlined in GILLIG's Service Manual, nor does it cover components or assemblies not originally provided by GILLIG. Further, this warranty **DOES NOT APPLY** to normal replacement items such as light bulbs, seals, filters or bushings, nor to consumable items such as belts, tires, brake linings or drums.

PURCHASER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED UNDER THIS WARRANTY AND ANY OTHER PERFORMANCE BY GILLIG UNDER OR PURSUANT TO THIS WARRANTY, OR WITH RESPECT TO PURCHASER'S USE THEREOF, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS WARRANTY AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT. IN NO EVENT SHALL GILLIG'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE PRODUCTS COVERED UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY THE PURCHASER TO GILLIG FOR SUCH PRODUCTS.

GILLIG **DOES NOT WARRANT** some major component assemblies (such as the engines, transmissions and air conditioning systems) which are warranted by their respective manufacturers (OEM's) and identified as Category 3 items on page three (3) of this Warranty. **Warranty coverage for these items is as defined in those manufacturer's own warranty documents** and per their terms and conditions, and as administered by their own support networks.

GILLIG makes **NO OTHER WARRANTIES,** except as stated herein, and GILLIG's obligation under this warranty is **LIMITED AND FULLY DESCRIBED HEREIN**. Determination of warrantable defects is at GILLIG's (or the OEM's) discretion and will require inspection of failed components. Correction or compensation under this warranty for Category 1 and Category 2 items cannot be made unless requested on a GILLIG Application for Warranty Claim form and in accordance with the claim procedure established by GILLIG.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED, but if such has legal status, it **CANNOT EXCEED THE DURATIONS STATED HEREIN**. This warranty gives the purchaser specific legal rights and some state statutes may include other rights.

This is GILLIG's sole warranty with respect to its transit coaches. **GILLIG MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY GILLIG AND EXCLUDED FROM THIS AGREEMENT.**

GILLIG LLC

LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE
FOR LYNX RFP-013-R06
AUGUST 19, 2013

GILLIG's Standard Limited Warranty which covers Category 1 and Category 2 parts, components and assemblies, covers the following systems, components or assemblies for the period specified, and includes 100% PARTS AND LABOR to repair or replace the defective components as determined by GILLIG. (See Page 3 for explanation of notes (1)-(7).)

CATEGORY 1

Includes GILLIG manufactured or assembled components and systems as well as some purchased assemblies. Warranty and warranty claims administration provided by GILLIG.

	Coverage Period [1]	
	Months	Miles
FULL COACH WARRANTY [2] [3] [7]	12	Unlimited
BODY STRUCTURE WARRANTY [4]	36	Unlimited
CORROSION & STRUCTURAL INTEGRITY WARRANTY [5]	84	Unlimited

CATEGORY 2

Includes major components purchased and installed by GILLIG. Warranty provided by component OEM's. Warranty claims administration provided by GILLIG.

AXLE		
Meritor Front Steering	24	100,000
Meritor Rear Driving	24	100,000
BRAKE SYSTEM		
(Excludes Friction Material)		
Bendix Valves	24	50,000
Meritor Brakes	24	50,000
RADIATOR & CHARGE AIR COOLER		
EMP	24	100,000

GILLIG LLC

LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE
FOR LYNX RFP-13-R06
AUGUST 19, 2013

Major components listed below under "Category 3" are covered by warranties or extended coverages[6], for the miles and/or months indicated, provided by the manufacturer (OEM's) of those components. Purchasers should refer to specific OEM warranty documents for details. Warranty claims are and will be administered by the respective manufacturers (OEM's) and all warranty claims must be made directly to said manufacturers. GILLIG will assist purchasers in dealing with these OEM's and warranty issues that may arise from time to time.

CATEGORY 3

	Coverage Period [1]	
	Months	Miles
ENGINE [7]		
Cummins ISB/ISL/ISL-G	60	300,000
ENGINE ACCESSORIES		
(Alternator, etc.)	24	100,000
TRANSMISSION		
Allison B400R, Voith, ZF	60	300,000
Allison EV40 Hybrid	24	100,000
BAE Hybrid	24	100,000
AIR CONDITIONING SYSTEM		
Thermo King, MCC	36	Not applicable
WHEELCHAIR RAMP		
Lift-U, Ricon	36	Unlimited
A/C COMPRESSOR		
S616	36	Unlimited
STARTER		
Delco Remy	12	Unlimited
EXTERIOR PAINT		
Dupont	36	Unlimited
SUB-FLOOR		
Transit Deck	144	Unlimited
RUBBER FLOOR MATERIAL		
RCA	144	Unlimited
BODY/WINDOW LEAKAGE		
Ricon	84	Unlimited

GILLIG LLC

LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE
FOR LYNX RFP-13-R06
AUGUST 19, 2013

NOTES

(1) Coverage ceases at the first expiration of the time or distance noted.

(2) Full coach warranty includes and applies to electrical, doors, seats, flooring, roof hatches, destination signs, wheelchair ramp, handrails, radio, P.A., etc., but not to IVS systems or special options.

(3) Fleet defect coverage is for a maximum of 12 months or 50,000 miles and includes all components and assemblies on the vehicle.

(4) Basic body structure warranty includes and applies to structural members in the body and undercarriage including the structural members in the suspensions.

(5) The corrosion and structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless Gillig approved preventative measures are taken (see Service Manual).

(6) Extended coverage may not duplicate Standard Limited warranty coverage. Note: Please refer to OEM warranty documents for details.

(7) Use of non-ASTM biodiesel blends from non-BQ9000 suppliers in excess of B20 may void the engine manufacturer's warranty on fuel related components, and also may void warranties of hoses, seals and fittings in contact with the fuel.

PART IV – REQUIRED PRICE PROPOSAL FORM
RETURN THIS PAGE WITH YOUR PROPOSAL
DO NOT ALTER FORMAT – COMPLETE IN FULL
EXHIBIT A to RFP PART IV - REQUIRED PRICE PROPOSAL FORMAT

OPTIONS FOR ALL BUS SIZES

LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
1	POWER PACKAGE	Allison EP40 Electric Drive System		$197,823.00
2	POWER PACKAGE	BAE Hybrid System		$179,032.00
3	POWER PACKAGE	CNG System		$48,996.00
4	AIR	Cummins 18.7CFM	Base	Not Available
5	AIR	Shop Air Connection (Milton 770)		0.00
6	AIR	Shop Air Connection (Milton S790)	Base	0.00
7	AIR	Bendix AD9, (300 ci purge)	Base	Not Available
8	AIR	Bendix ADIP , Heated		Not Available
9	AIR	Bendix Puraguard Air / Oil Separator		Not Available
10	AIR	Haldex consep Moisture Ejector, Heated, at Air Dryer		$150.00
11	AIR	Wabco SS 1800 Air Dryer, Heated		Not Available
12	AIR	Chicago Rawhide Dual Turbo 2000		Not Available
13	AIR	Kingston Auto Drain Valve at Ping Tank		0.00
14	ELECT -ALTERNATOR	VANNER 300 AMP DC/DC CONVERTER		Incl. w/Hybrid
15	ELECT -ALTERNATOR	Neihoff C-803D (500 AMP) w/ remote regulator		<$100.00>
16	ELECT -ALTERNATOR	Neihoff C-703 (330 AMP)		$768.00
17	ELECT -ALTERNATOR	Air cooled 450 Amp brushless alternator	Base	0.00
18	BODY	Standard Styling Package	Base	0.00
19	BODY	Curbside A post skid plate		$67.00
20	ELECT -ALTERNATOR	Marine Cabling for Charging System		$893.00
21	BODY	Stainless Steel Molding for raised floor step & wheelwells		$387.00
22	BODY	Drivers Cup holder - big gulp		$35.00
23	BODY	Registration card holder		$25.00
24	BODY	2 - Piece BRT Windshield w/ Destination Sign Glazing with Standard LF Rear Cap		$9,790.00
25	BODY - OPERATOR SEAT	Recaro Ergo Metro w / Fabric Seat and Back w/ Gray Fabric Boxing	Base	0.00
26	BODY - OPERATOR SEAT	USSC 9100 ALX w/ Fabric Seat and Back w / Gray Fabric Boxing		<$155.00>
27	BODY - OPERATOR SEAT	USSC 9100 ALX - 3 w/ Fabric Seat and Back w / Gray Fabric Boxing		<$50.00>
28	BODY - OPERATOR SEAT	Add Shoulder Belt (Recaro)		$335.00
29	BODY - OPERATOR SEAT	USSC G2-2PT DRIVERS SEAT		0.00
30	BODY - OPERATOR SEAT	Drivers Seat Vacancy Alarm		$159.00
31	BODY - OPERATOR SEAT	USSC Q91 ALX3		$201.00
32	BODY - PAINT & DECAL	One Color w / Roof Numbers	Base	0.00
33	BODY - PAINT & DECAL	(2) Colors, With or Without Black Mask at Windows		$941.00
34	BODY - PAINT & DECAL	(3) Colors, With or Without Black Mask at Windows		$1,882.00
35	BODY - PAINT & DECAL	Basic Decal Package (Up to Three Strips or Equivalent Design)		$1,575.00
36	BODY - PAINT & DECAL	Custom Paint / Decal Design (Per Spec)		Quote
37	BODY - PAINT & DECAL	Clear Coat Complete Bus		$850.00

PART IV – REQUIRED PRICE PROPOSAL FORM
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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
38	BODY - PAINT & DECAL	Delete Roof Numbers		<$65.00>
39	BODY - SCHEDULE RACK	None	Base	0.00
40	BODY - SCHEDULE RACK	Innocom Schedule Racks 3.75" x 7" x 1.5"		$14.00
41	BODY - SCHEDULE RACK	Innocom Schedule Racks 8.62" x 1 1" x 1"		$25.00
42	BODY - SCHEDULE RACK	22" x 21" Black, RH Load Open Back		$165.00
43	BODY - SCHEDULE RACK	Transit Information Products -19"x 21" OBIC 19/214P1LTRMC		$309.00
44	BODY - SCHEDULE RACK	Transit Information Products -19"x 21" OBICT10P2LTRMC		$421.00
45	BODY - Stanchions/Grab Rails	Stainless Steel Stanchions and Grab Rails and Modesty Panel Tubes	Base	0.00
46	BODY - Stanchions/Grab Rails	Powder Coated Vertical Stanchions, Grab Rails and Modesty Panel Tubes		$642.00
47	BODY - Stanchions/Grab Rails	Powder Coated Vertical Stanchions only		$225.00
48	BODY - Stanchions/Grab Rails	Farebox Guard Rail		0.00
49	BODY - Stanchions/Grab Rails	Grab Rail Forward Wheel Housing		0.00
50	BODY - Stanchions/Grab Rails	(14) Vinyl Coated Nylon Grab Straps 40' (10) straps on 30'	Base	0.00
51	BODY - Stanchions/Grab Rails	Delete Vinyl Coated Nylon Grab Straps - each		<$20.00>
52	BODY - Stanchions/Grab Rails	SSTL Spring Loaded Grab Handle (Cost per Handle)		$123.00
53	BODY BIKE RACK	None	Base	0.00
54	BODY BIKE RACK	Mounting Brackets Only		$114.00
55	BODY BIKE RACK	Sportworks - 2 position Bike, Black Powder Coated		$1,114.00
56	BODY BIKE RACK	Sportworks - 2 position Bike, Stainless Steel		$1,471.00
57	BODY BIKE RACK	Sportworks - 3 position Bike, Black Powder Coated		Not Available
58	BODY BIKE RACK	Sportworks - 3 position Bike, Stainless Steel		Not Available
59	BODY BIKE RACK	Midwest Bus – 2 position BYK RYK, Black Powder Coated		$893.00
60	BODY BIKE RACK	Midwest Bus – 2 position BYK RYK, Stainless Steel		$950.00
61	BODY BIKE RACK	Midwest Bus BYK RYK 3-positions Stainless Steel		Not Available
62	BODY BIKE RACK	Midwest Bus BYK RYK 3-positions ~~mild steel~~Black Powder Coated		Not Available
63	BODY BIKE RACK	Bike Rack Deployed Lamp on Dash		$30.00
64	BODY BIKE RACK	Bike Rack 5" Spot Mirror		$20.00
65	BODY- DRIVER'S BARRIER	Wrap Around Fiberglass (35' / 40' L/F)	Base	0.00
66	BODY- DRIVER'S BARRIER	Plexiglass Drivers Security Enclosure door (35' / 40')		$1,317.00
67	BODY- DRIVER'S BARRIER	Flat Melamine, Two Piece (30' L/F)	Base	0.00
68	BODY- Exit Door	Standard Melamine Panels on Lower Section	Base	0.00
69	BODY- Exit Door	Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door		$250.00
70	BODY- Exit Door	Upper Clear Plexiglas Modesty Panels Forward of Rear Exit Door		$125.00
71	BODY EXTERIOR MIRROR	B&R One Piece 8" x 8" Flat Glazing w / Stainless Steel Arms, Remote Both Sides	Base	0.00
72	BODY EXTERIOR MIRROR	B&R 8" x 15" 2 Piece, Heated, Remote Both Sides		$475.00
73	BODY EXTERIOR MIRROR	B&R 10 x 13" 1 Piece, Heated, Remote Both Sides		$197.00
74	BODY FLOOR COVERING	Greenwood ACQ Plywood w/ RCA Rubber	Base	0.00
75	BODY FLOOR COVERING	Altro Transfloor		$400.00
76	BODY FLOOR COVERING	Composite Sub Floor		$2,500.00
77	BODY INTERIOR MIRROR	Mirror - 8 1/2 " x 16"	Base	0.00
78	BODY INTERIOR MIRROR	Mirror - 4.75" x 15"		0.00

PART IV – REQUIRED PRICE PROPOSAL FORM
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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
79	BODY-PASSENGER SIGNAL	Pullcords - Above Windows (Neutral or Yellow) w / Touch Pad at W/C positions	Base	0.00
80	BODY-PASSENGER SIGNAL	Touch Tape (At Window Mullions) (35' / 40')		$1,116.00
81	BODY-PASSENGER SIGNAL	Touch Tape (At Window Mullions) (30')		$866.00
82	BODY-PASSENGER SIGNAL	Button at Exit Door Vertical Stanchion		$63.00
83	BODY-PASSENGER SIGNAL	Additional Amber Stop Request Lamp Mounted on Driver's Dash		$35.00
84	BODY-R/DOOR	34" Wide Rear Door w/ Full Driver Control (Air Open / Spring Close)	Base	0.00
85	BODY-R/DOOR	48" Wide Rear Door w/ Full Driver Control (Air Open / Spring Close)		$2,081.00
86	BODY-R/DOOR	Passenger Open (Push Open / Spring Close)		<$96.00>
87	BODY-R/DOOR	Touch Bars (Air Open / Spring Close)		$1,387.00
88	BODY-R/DOOR	Touch Bars w / Driver Override		$1,387.00
89	BODY-R/DOOR	Touch Tape in place of Touch Bars		$962.00
90	BODY-R/DOOR	Exterior Air Release (Front Door Control Valve)		$202.00
91	BODY-R/DOOR	Driver Push Button Door Controls		$757.00
92	BODY-R/DOOR	Vapor CLASS Acoustic (Photo Sensor)		$4,409.00
93	BODY-R/DOOR	Delete Rear Door, add two seats		<$860.00>
94	BODY-ROOF HATCH	Manual Hatch at Front and Rear Positions	Base	0.00
95	BODY-ROOF HATCH	Delete one (1) Roof Hatch Position		<$230.00>
96	COOLING SYSTEM	Modine side by side by side plate fin radiator		<$2,450.00>
97	COOLING SYSTEM	EMP type Electric Cooling Fan System	Base	0.00
98	COOLING SYSTEM	Electric Fan Cooling System (Non EMP type -SPECIFY OEM) Modine - E Fan		<$2,100.00>
99	COOLING SYSTEM	Hydraulic Cooling Fan (Deduct)		<$2,450.00>
100	COOLING SYSTEM	L&M Radiator	Base	Not Available
101	COOLING SYSTEM	Masabi Radiator		Not Available
102	COOLING SYSTEM	E - Coat Radiator, CAC & Hydraulic Cooler		$750.00
103	COOLING SYSTEM	Radiator Tank Guard		$256.00
104	COOLING SYSTEM	Double Breeze Constant Tension Clamps		$125.00
105	COOLING SYSTEM	Oetiker Constant Torque Clamps	Base	0.00
106	COOLING SYSTEM	Gates - Greenstripe Hose		$198.00
107	ELECTRICAL	Voltage spike arrestor, S.K.I. Products SKI241-101445, or approved equal		Not Available
108	ELECTRICAL	24 volt to 13.6 volt DC-DC converter, 30 ampere output, Model 1645-24-12-30, manufactured by Wilmore Electronics Co., Inc. or equivalent		Not Available
109	ELECT - APC	None	Base	0.00
110	ELECT - APC	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities		$6,190
111	ELECT - ACC	12 V Cigarette Light Adaptor for PC auxilary power-Drivers area		$110.00
112	ELECT - ACC	12 V Cigarette Light Adaptor for PC auxilary power-Rear air return grille area		$110.00
113	ELECT - EQUIP STORAGE BOX	UTA APC Sensors, Cabling, CPU Only		$3,871.00
114	ELECT - EQUIP STORAGE BOX	33"H x 20"D x 22.5"W, 13-42920F006	Base	0.00
115	ELECT - EQUIP STORAGE BOX	33"H x 20"D x 22.5"W, 13-42920F014, w / Louvered Back Panel		0.00
116	ELECT -EXTERIOR LIGHTS	33"H x 20"D x 22.5"W, 13-42920F, w / 2 - Doors		$120.00

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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
117	ELECT -EXTERIOR LIGHTS	HEADLIGHT LED DIALIGHT - LOW BEAM		0.00
118	ELECT -EXTERIOR LIGHTS	HEADLIGHT LED DIALIGHT - HIGH BEAM		0.00
119	ELECT -EXTERIOR LIGHTS	Tail Lights - Manufacturer Dialite LED, Fixture Size - 4" diameter	Base	0.00
120	ELECT- MULTIPLEXING	Tail Lights - Manufacturer Dialite LED, Fixture Size - 7" diameter		0.00
121	ELECT- MULTIPLEXING	Dinex , I/O Controls G3 System	Base	0.00
122	ELECT- MULTIPLEXING	I/O Controls, Gateway Module (Included in the ITS Prewire Option)		$547.00
123	ELECT -VIDEO SURVEILLANCE	APOLLO 7 CAMERA SYSTEM w/ 1TB HD & WLAN		$9,230.00
124	ELECT -VIDEO SURVEILLANCE	APOLLO ROAD RUNNER DVR w/1 TB DH		$9,230.00
125	ELECT -VIDEO SURVEILLANCE	APOLLO MRH SERIES DOCKING STATION		$1,312.00
126	ELECT -VIDEO SURVEILLANCE	APOLLO BACK UP CAMERA w/LCD SCREEN		Not Available
127	ELECT -VIDEO SURVEILLANCE	Cole Hersee 12063 Electrical Tow Connector		0.00
128	ELECT -VIDEO SURVEILLANCE	None	Base	0.00
129	ELECT -VIDEO SURVEILLANCE	(4) Camera Pre Wire Package		$1,936.00
130	ELECT -VIDEO SURVEILLANCE	SEON EXPLORER DX12 with 2 500gb hard drives. 6 Camera System with wireless bridge		$8,726.00
131	ELECT -VIDEO SURVEILLANCE	AngelTrax Upgrade to 1 Tb - Double stacked 500 G HD		$7,830.00
132	ELECT -VIDEO SURVEILLANCE	March Network 5412 DVR (10 Kalatel Mobileview cameras)		$15,829.00
133	ELECT -VIDEO SURVEILLANCE	REI Bus Watch Digital		$5,873.00
134	ELECT -VIDEO SURVEILLANCE	Rear View Camera System		$1,102.00
135	ELECT -VIDEO SURVEILLANCE	Add Additional Color Camera		$485.00
136	ELECT -VIDEO SURVEILLANCE	Central Station Mobileview (Kalatel)		$1,370.00
137	ELECT -VIDEO SURVEILLANCE	Desk Top Viewing Station (REI)		$3,630.00
138	ELECT-AUXILARY LIGHTS	Four (4) 4" Diameter LED Auxiliary Brake Lights	Base	0.00
139	ELECT-AUXILARY LIGHTS	Two (2) 4" Diameter LED Auxiliary Brake Lights		$100.00
140	ELECT-AUXILARY LIGHTS	Exterior Curb lamps, front & rear - J.W. Speaker White Housing LED's		Not Available
141	ELECT-AUXILARY LIGHTS	Two (2) Red LED Brake Strip Lamps		$100.00
142	ELECT-AUXILARY LIGHTS	Delete LED Auxiliary Brake Lights		<$200.00>
143	ELECT-AUXILARY LIGHTS	Overhead Farebox light w/Night-Day switch (on drivers side panel)- Light illuminates w/frt. door open and switch in the night position		$84.00
144	ELECT-AUXILARY LIGHTS	Engine Compartment Lights		0.00
145	ELECT-AUXILARY LIGHTS	Decel Lights (2) - non-flashing only (Per NHTSA)		$120.00
146	ELECT-BATTERY	(2) DEKA 8D Side or Top Post Connections	Base	0.00
147	ELECT-BATTERY	(4) DEKA Group 31 Top Post		$237.00
148	ELECT-BATTERY	Vanner 80-series Smart Battery Equalizer w/CAN		$157.00
149	ELECT-BATTERY	Ultra Capacitors –Vanner Start Sentry		$5,664.00
150	ELECT-BATTERY	Ultra Capacitors –HBI KAPower		$4,134.00
151	ELECT-BATTERY	Anderson 350 Jump Start Connector (Each)	Base	0.00

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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
152	ELECT-COMMUNICATION/RADIO	Delete Anderson 350 Jump Start		<$85.00>
153	ELECT-COMMUNICATION/RADIO	Pre-Wire:12V/40A Direct Battery & 12V/10A Ignition (Route to RH Dash & Ele. Equip. Box) and Install Roof Mount RF/GPS/Cellular Antenna	Base	0.00
154	ELECT-COMMUNICATION/RADIO	DC Power Filter for Radio Wiring		$160.00
155	ELECT-COMMUNICATION/RADIO	Hand Microphone		$65.00
156	ELECT-COMMUNICATION/RADIO	ASP930T Radio Antenna with RG58 coax cable and TNC connector		$125.00
157	ELECT-COMMUNICATION/RADIO	Antenna Specialist ASP-572		$125.00
158	ELECT-COMMUNICATION/RADIO	GPS antenna w/gasket (Trimble 502 Model 18334 or approved equal) with RG58 coax cable and F Type male connector to the VLU		$171.00
159	ELECT-DESTINATION SIGNS	TWIN VISION SILVER SERIES SIGN (16 X 160) FRONT & SIDE		$2,241.00
160	ELECT-DESTINATION SIGNS	TWIN VISION SILVER SERIES SIGN (24 X 200) FRONT & SIDE		$3,174.00
161	ELECT-DESTINATION SIGNS	Customer Specified Two Way Radio and Installation		Quote
162	ELECT-DESTINATION SIGNS	Twin Vision 100% AMBER LED, Front, Curb Side, Rear	Base	0.00
163	ELECT-DESTINATION SIGNS	Twin Vision Chroma I Color LED Front		Not Available
164	ELECT-DESTINATION SIGNS	Twin Vision Chroma IV 100% Color LED		$6,890.00
165	ELECT-DESTINATION SIGNS	Twin Vision 24 x 200 Front Amber LED Sign		$439.00
166	ELECT-DESTINATION SIGNS	Luminator GEN 4 Horizon 100% Amber LED Front , Curbside, Rear		0.00
167	ELECT-DESTINATION SIGNS	Luminator Spectrum 100% Amber LED Front , Curbside, Rear		$8,412.00
168	ELECT-DESTINATION SIGNS	Delete Rear Sign		<$700.00>
169	ELECT-DESTINATION SIGNS	Program Software (Twin Vision)		$1,143.00
170	ELECT-DESTINATION SIGNS	Luminator Programming Software and Flash Cards		$620.00
171	ELECT-DESTINATION SIGNS	Transign, (4) Character, Metal Housing	Base	0.00
172	ELECT-DESTINATION SIGNS	Transign, (3) Character, Metal Housing		Not Available
173	ELECT-DESTINATION SIGNS	Transign, (2) Character, D-1 853, Metal Housing		Not Available
174	ELECT-DESTINATION SIGNS	Hanover Display Destination Signs		<$450.00>
175	ELECT-ITS (INTELLIGENT VEHICLE)	Delete Front Run Sign		<$258.00>
176	ELECT-ITS (INTELLIGENT VEHICLE)	None	Base	0.00
177	ELECT-ITS (INTELLIGENT VEHICLE)	Clever Devices IVN III w / Voice Annunciation, APC, Wireless LAN	Budgetary	$30,000.00
178	ELECT-ITS (INTELLIGENT VEHICLE)	AVAIL IVN w / MDC, GPS, APC, WLAN	Budgetary	$30,000.00
179	ELECT-ITS (INTELLIGENT VEHICLE)	Siemens Transit Master (Pending System Specification)	Budgetary	$30,000.00
180	ELECT-ITS (INTELLIGENT VEHICLE)	Transloc Transit Visualization System AVL		Quote
181	ELECT-ITS (INTELLIGENT VEHICLE)	Orbital TMS CAD/AVL System w/ Voice Annunciation, APC (Pending System Specification)	Budgetary	$30,000.00
182	ELECT-ITS (INTELLIGENT VEHICLE)	Intelligent Vehicle System Prewire Only (Pending System Specification)		Quote
183	ELECT-ITS (INTELLIGENT VEHICLE)	Trimble "Button" Antenna		$171.00
184	ELECT-ITS (INTELLIGENT VEHICLE)	Low Profile Blade Antenna		$125.00

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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
185	ELECT-PLEASURE RADIO	None	Base	0.00
186	ELECT-PUBLIC ANNOUNCEMENT	Drivers Speaker w/ Separate Volume Control		$60.00
187	ELECT-PUBLIC ANNOUNCEMENT	REI Model 750040 PA w / handheld Mic w / (8) Flush Mount Speakers 40' (6) w / 30'	Base	0.00
188	ELECT-PUBLIC ANNOUNCEMENT	Luminator IVS w / GPS capability, w / LED Sign, w/o Mapping		Not Available
189	ELECT-PUBLIC ANNOUNCEMENT	DR 700 Vehicle Logic Unit w / GPS capability, w / LED Sign, w/stealth MIC, w/o Mapping		$14,907.00
190	ELECT-PUBLIC ANNOUNCEMENT	Clever Devises - Speakeasy II		$1,140.00
191	ELECT-PUBLIC ANNOUNCEMENT	REI Echo PA System		0.00
192	ELECT-PUBLIC ANNOUNCEMENT	Interior LED Sign		Incl. w/DR 700
193	ENGINE	Mapping and Database Setup for GPS per Customer Requirement		Quote
194	ENGINE	Cummins ISL 280 HP w / EGR and Diesel Particulate Filter (Pre 2010)	Base	2013 MY Only
195	ENGINE	Williams Controls 41 Degree Throttle Pedal	Base	0.00
196	ENGINE	Teleflex Adjustable Throttle and Brake Pedal		$1,291.00
197	ENGINE	Std Donaldson (RBX00-2277)-AIR INTAKE RESTRICTION	Base	0.00
198	ENGINE	Donaldson Informer-AIR INTAKE RESTRICTION		$25.00
199	ENGINE	Spin On Filters Supplied by Engine Manufacturer	Base	0.00
200	ENGINE	BY PASS FILTER -Spinner II Bypass Model 976		$931.00
201	ENGINE	SAMPLE TEST PORT - TITAN PROBALIZER OD-1014	Base	0.00
202		KP Series Pushbutton Sampling Valve - engine oil		$59.00
203	ENGINE	FEMCO Oil Drain Plug	Base	0.00
204	ENGINE	Magnetic Drain Plug		0.00
205	ENGINE	Test ports shall be provided for commonly checked functions on the bus		$145.00
206	ENGINE	Delete FEMCO Oil Drain Plug		<$35.00>
207	ENGINE REAT RUN BOX	STARTER - Delco MT 42 - 24V Electric	Base	0.00
208	ENGINE REAT RUN BOX	Rear Run Box	Base	0.00
209	ENGINE REAT RUN BOX	Rear Hand Throttle		$189.00
210	ENGINE REAT RUN BOX	Engine Hour Meter		$50.00
211	ENGINE REAT RUN BOX	A/C Hour Meter		$50.00
212	EXHAUST	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature		$120.00
213	EXHAUST	Diesel Particulate Filter (Active)	Base	Incl. w/Engine
214	FARE BOX	Cummins Computest Fitting	Base	0.00
215	FARE BOX	No Farebox , Power Circuit and Groundstrap Only	Base	0.00
216	FARE BOX	GFI 41" Odyssey		$15,881.00
217	FARE BOX	Incandescent Farebox Lamp, Ceiling mounted		$84.00
218	FUEL	EMCO-WHEATON Posi Lock 105 (Flip Cap or Twist Cap)	Base	0.00
219	FUEL	Standard Gravity Fill		<$263.00>
220	FUEL	Fuel Gauge on dash		$171.00
221	FUEL FILTER	Low Fuel Alarm		$108.00
222	FUEL FILTER	Spin On Primary and Secondary Fuel Filters	Base	0.00

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223	FUEL FILTER	DAVCO Fuel Pro 384, Heated		$641.00
224	HVAC	TK Intelligaire 3 w/ X 616 Compressor, R134A or R407c, Reliance Brushless Cond. & Evap. Motors	Base	0.00
225	HVAC	TK System w / General Electric Field Wound Motors (Cond & Evap)		<$1,300.00>
226	HVAC	TK System w / General Electric P.M. Motors		<$2,000.00>
227	HVAC	TK System w / X430Compressor		<$2,100.00>
228	HVAC	TK System w / S391 Screw Compressor		<$700.00>
229	HVAC	TK ELECTRIC HVAC SYSTEM w/ HVDM		$22,125.00
230	HVAC	TK Pressure and Return Gauges Mounted to Unit		$407.00
231	HVAC	Modified Houston Pull Down Requirements	Base	0.00
232	HVAC	Delete Modified Houston Pull Down, add Enhanced Insulation Package		<$900.00>
233	HVAC	MCC Drivers Heater w / Brushless Motors	Base	0.00
234	HVAC	MCC Drivers Heater w / Brush Motors		<$387.00>
235	HYBRID	AUXILIARY COOLANT HEATER		Not Required
236	HYDRAULIC	KP Series Pushbutton Sampling Valve - hydraulic fluid		$145.00
237	MANUALS	Drivers Handbook (1 Manual / 1 CD Per 3 bus order)	Base	0.00
238	MANUALS	Service Manual (1 Manual / 1 CD Per 3 bus order)	Base	0.00
239	MANUALS	Parts Manual (1 Manual / 1CD Per 3 bus order)	Base	0.00
240	MANUALS	Electrical Schematics (1 Manual / 1CD Per 3 bus order)	Base	0.00
241	MANUALS	Vender manuals (1 Manual / 1 CD Per 3 bus order)	Base	0.00
242	MANUALS	Additional Driver's Handbook		$30.00
243	MANUALS	Additional Service Manuals		$130.00
244	MANUALS	Additional Parts Manuals		$130.00
245	MANUALS	Additional Electrical Schmatics		$130.00
246	MANUALS	Additional Electrical Multiplex		$130.00
247	MANUALS	Additional Cummins ISL Manuals (4 Books)		$478.00
248	MANUALS	Additional Allison B400 Manuals (6 Books)		$367.00
249	MANUALS	Additional ZF 6HP594 Manuals (5 Books)		$367.00
250	MANUALS	Additional Voith Manuals (7 Books)		$367.00
251	MANUALS	Additional Amerex Manuals		$50.00
252	MANUALS	Additional TRW Steering Gear Manuals		$50.00
253	MANUALS	Additional Thermo King Manual		$50.00
254	MANUALS	Additional Carrier HVAC Manuals (2 books)		$50.00
255	SAFETY	Additional CD's		Quote
256	SAFETY	Amerex V-25 System	Base	0.00
257	SAFETY	Kidde - Dual Spectrum		<$276.00>
258	SAFETY	Kidde- LTD Spectrum		Quote
259	SAFETY	Kidde TLSE Spectrum		Quote
260	SAFETY	Fogmaker Fire Suppression System		$529.00
261	SAFETY	Delete Amerex		<$1,800.00>
262	SAFETY	Fire Extinguisher and Safety Triangle Kit	Base	0.00
263	SAFETY	Twenty-Four Unit First Aid Kit		$69.00
264	SAFETY	Ten Unit First Aid Kit		$69.00
265	SAFETY	Blood Born Pathogens Kit		$35.00

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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
266	SAFETY	Bio- Hazard Disposal Kit		$37.00
267	SAFETY	High Temperature protective sleeves for component lines		Base
268	SAFETY	(3) 20 -Minute Road Flares		$56.00
269	SAFETY	Wheel Chocks (Per Set)		$35.00
270	STEERING	Ross Model TS 65	Base	0.00
271	STEERING	TRW Electric Assisted Steering		$2,494.00
272	TRAINING	None	Base	0.00
273	TRAINING	Operator Orientation - 8 hours, (Customer Property) Price Proposal Form		$1,250.00
274	TRAINING	Maintenance Orientation - 4 hours, (Customer Property) Price Proposal Form		$625.00
275	TRAINING	Technical Training - 96 hours, (Customer Property) Price Proposal Form		$57,100.00 152 Hours
276	TRAINING	Body, Chassis, Suspension and Steering - (24 hour class) , Procuring Agency Property		$5,000.00
277	TRAINING	Electrical and Electronics - (24 hour class) , Procuring Agency Property		$5,000.00
278	TRAINING	Air and Brake Systems - (24 hour class) , Procuring Agency Property		$5,000.00
279	TRAINING	HVAC And Climate controls - (8 hour class) , Procuring Agency Property		0.00
280	TRAINING	Engine - (24 hour class), Per Student		$1,050.00
281	TRAINING	Transmission - (24 hour class) , Per Student		$1,050.00
282	TRAINING	Wheelchair Ramp - (4 hour class), Procuring Agency Property		0.00
283	TRAINING	Destination Sign - (8 hour class), Procuring Agency Property		0.00
284	TRAINING	Doors - Procuring Agency Property, Included in Body/Chassis		0.00
285	TRAINING	Axles and Tires - Procuring Agency Property, Included in Body/Chassis		0.00
286	TRAINING	Fire Suppression - (8 hour class), Procuring Agency Property		0.00
287	TRAINING	Hybrid Drive - (16 hour class), Procuring Agency Property		$5,300.00
288	TRAINING	Engine OEM Training (24 Hour Class, 2 persons), At Local Dealer		$2,100.00
289	TRAINING	Transmission Training (24 Hour Class, 2 persons), At Local Dealer		$2,100.00
290	TRAINING	Hybrid Transmission Training - (24 Hour Class, 2 persons), At Local Dealer		$5,300.00
291	TRAINING	Data Communications System OEM Training (2 persons), At Local Dealer, Pending System Spec		Quote
292	TRAINING	Hybrid Drive OEM Training (2 persons), At Local Dealer		$5,300.00
293	TRAINING EQUIP/MODULES	Fare Collection OEM Training (2 persons), At Local Dealer		$2,000.00
294	TRAINING EQUIP/MODULES	ISL/B400R Power Plant		$159,100.00
295	TRAINING EQUIP/MODULES	ISL/Voith D864.5		$159,100.00
296	TRAINING EQUIP/MODULES	ISL/ZF 6AP1400B		$159,100.00
297	TRAINING EQUIP/MODULES	Vapor door training module		$43,000.00
298	TRAINING EQUIP/MODULES	HVAC Training Module		$34,725.00
299	TRAINING EQUIP/MODULES	I/O Controls Multiplex Board		$24,888.00
300	TRANSMISSION	Air Brake Training Board		$31,500.00

PART IV – REQUIRED PRICE PROPOSAL FORM
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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
301	TRANSMISSION	ALLISON B-400R, GEN IV or Latest GEN	Base	0.00
302	TRANSMISSION	VOITH D864.5		<$1,220.00>
303	TRANSMISSION	ZF 6AP1400B		$1,552.00
304	TRANSMISSION	"Transynd" Synthetic	Base	0.00
305	TRANSMISSION	TITAN PROBALIZER OD-1014	Base	0.00
306	TRANSMISSION	KP Series Pushbutton Sampling Valve - transmission fluid		$59.00
307	TRANSMISSION	DAVCO Electronic Fluid Level Gauge		Not Available
308	TRANSMISSION	Transmission Oil Temperature Gauge (Dash or Rear Run Box)		$50.00
309	W/C RESTRAINTS	AMSECO - A.R.M.	Base	0.00
310	W/C RESTRAINTS	AMSECO Reliant mobility aid securement system		$2,210.00
311	W/C RESTRAINTS	Q'Straint - QRT		$380.00
312	W/C RESTRAINTS	Q-POD W/C RESTRAINT SYSTEM	Per Location	$4,736.00
313	W/C RESTRAINTS	AMESCO DUAL AUTO LOCK W/C RESTRAINT SYSTEM		$1,494.00
314	W/C RESTRAINTS	USSC - V-PRO-Reliant		0.00
315	WARRANTY	Complete Bus - 1 year / Unlimited Miles	Base	0.00
316	WARRANTY	Engine - 5 Year /300,000 Miles	Base	0.00
317	WARRANTY	Transmission - 5 Year / Unlimited Miles (Voith/ZF limit 300,000 Miles)	Base	0.00
318	WARRANTY	Transmission - 2 Year / 100,000 Miles - (Allison) Deduct		<$2,250.00>
319	WARRANTY	Hybrid Drive System 2- Year / 100,000 Miles	Base	0.00
320	WARRANTY	Differential - 2 Year / Unlimited Miles	Base	0.00
321	WARRANTY	Differential - 2 Year / 100,000 Miles - Deduct		<$375.00>
322	WARRANTY	HVAC - 3 Year Unlimited Miles	Base	0.00
323	WARRANTY	Starter Motor - 1Year / Unlimited Miles	Base	0.00
324	WARRANTY	Basic Body Structure - 3 Years / Unlimited Miles	Base	0.00
325	WARRANTY	Wheelchair Ramp - (Lift-U) 3 Year / Unlimited (Parts Only)	Base	0.00
326	WARRANTY	Wheelchair Ramp - (Ricon) 2 Year / Unlimited	Base	<$300.00>
327	WARRANTY	Exterior Paint - 3 Year / Unlimited Miles	Base	0.00
328	WARRANTY	Structure/ Body Integrity Against Corrosion - 7 Year / Unlimited Miles	Base	0.00
329	WARRANTY	Sub Floor - 12 Years / Unlimited Miles	Base	0.00
330	WARRANTY	Rubber Floor Material - 12 Year / Unlimited Miles	Base	0.00
331	WARRANTY	Body and Window Frames Against Leakage - 7 Year Unlimited Miles	Base	0.00
332	WC RAMP	LIFT-U , 6:1 Ratio, Front Door Only	Base	0.00
333	WC RAMP	Ricon , 6:1 Ratio, Front Door Only (Upon production availability)		0.00
334	WC RAMP	LIFT-U , COMBINATION 4:1 & 6:1 Ratio, Front Door Only	LU 18	0.00
335	WHEEL BRAKES	S - Cam Drum w/ Wabsco ABS System-Deduct		<$3,650.00>
336	WHEEL BRAKES	Brake Wear Monitoring System		$3,329.00
337	WHEEL BRAKES	Four Wheel Disc Brakes	Base	0.00
338	WHEEL HUBOMETER	None	Base	0.00
339	WHEEL HUBOMETER	Stemco electronic		$54.00
340	WHEEL HUBOMETER	Veeder Root w/o Tenths w/o Guard		$72.00

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PART IV – REQUIRED PRICE PROPOSAL FORM
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LINE	SYSTEM	DESCRIPTION	ITEMS REQUESTED IN BASE PRICE OF BUS	UNIT PRICE
341	WHEEL HUBOMETER	S &A Fleetwatch 392 Electronic		$436.00
342	WHEEL HUBOMETER	E J Ward Data System (Includes CANceiver, display unit and Antenna)		$1,028.00
343	WHEEL HUBOMETER	Engler (Stemco) Mechanical w/o Tenths w/o Guard		$79.00
344	WHEEL HUBS	Engler Hubometer w/ Powder Coat Guard		$147.00
345	WHEEL HUBS	Hub Piloted Wheels and Axles w/ Grease Seals	Base	Base
346	WHEEL HUBS	Hub Piloted w/Oil Seals (Per Axle)		$60.00
347	WHEEL HUBS	Stud Piloted Wheels and Axles w/ Grease Seals		$295.00
348	WHEELS	Stud Piloted Wheels and Axles w/ Oil Seals		$415.00
349	WHEELS	(7) Powder Coated Steel Wheels (White or Black)	Base	Base
350	WHEELS	(7) Aluminum Alcoa - Full Polish		$1,955.00
351	WHEELS	(7) Aluminum Alcoa - Full Polish w / Dura Bright finish		$2,487.00
352	WHEELS	(7) Aluminum Alcoa - Machine Finish w / Dura Bright Finish		$2,245.00
353	WHEELS	Delete Spare Wheel Alum. or Steel		<$110.00>
354	WHEEL-TIRES	ADD Dura Flange to Alcoa		$197.00 per wheel
355	WHEEL-TIRES	Customer Supplied	Base	Base
356	WHEEL-TIRES	Michelin XZU2 (305 / 85R / 22.5)		Not Available
357	WHEEL-TIRES	Michelin XZU2 (305 / 70R / 22.5)		Not Available
358	WHEEL-TIRES	Michelin XZU3 (305/85/22.5)		$727.00 ea
359	WHEEL-TIRES	Michelin XZU2 (275 / 70R /22.5)		$534.00 ea
360	WHEEL-TIRES	Michelin XZE2+(H) (295/80/R22.5)		Not Available
361	WHEEL-TIRES	G152 (305 / 85R /22.5)		$762.00 ea
362	WHEEL-TIRES	Goodyear G152 (305 / 70R /22.5)		$622.00 ea
363	WHEEL-TIRES	Goodyear G152 (275 / 70R /22.5)		$524.00 ea
364	WHEEL-TIRES	Firestone 18J (315 / 80R / 22.5)		$755.00 ea
365	WHEEL-TIRES	Firestone 16H (305 / 70R / 22.5)		$695.00 ea
366	WHEEL-TIRES	Bridgestone 16H (275 / 70R / 22.5)		$595.00 ea
367	WHEEL-TIRES	Tire Pressure Monitoring System		$983.00
368	HVAC	MCC System w/05G Compressor, cycling clutch & Micro Max Controls		

LENGTH SPECIFIC OPTIONS

INTERIOR LIGHT OPTIONS OPTIONS			
Description	**30'**	**35'**	**40'**
I/O Controls LED Interior Lights	**Base**	**Base**	**Base**
Pretoria LED Interior Lights	0	0	0
Open Bottom Racks	N/A	$9,267.00	$9,267.00
Suburban Package Racks / Open Bottom	N/A	$11,160.00	$11,160.00
WINDOWS OPTIONS			
Description	**30'**	**35'**	**40'**
Laminated Safety Glass (1/4") - Framed Sliders	**Base**	**Base**	**Base**
Laminated Safety Glass (1/4") - Framed Fixed	<$691.00>	<$515.00>	<$1,179.00>
Laminated Safety Glass (1/4") - Framed Transom	<$341.00>	<$205.00>	<$622.00>

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Hidden Framed Bonded - Fixed	$557.00	$887.00	$844.00
Hidden Framed Bonded - Transom	$1,905.00	$2,421.00	$2,694.00
Add Window Guards (Acrylic Liner or Film)	$1,067.00	$1,486.00	$1,720.00
PASSENGER SEAT OPTIONS			
Description	30'	35'	40'
AMSECO - 6468	Base	Base	Base
AMSECO - Insight	$3,311.00	$3,738.00	$4,676.00
AMSECO - Metropolitan	<$482.00>	<$237.00>	<$305.00>
AMSECO - 6466	$2,873.00	$3,484.00	$3,859.00
AMSECO - 6566	N/A	N/A	N/A
AMSECO - 2005 / 6466 Suburbans	N/A	N/A	$6,750.00
AMSECO VISION	$4,273.00	$5,551.00	$6,711.00
AMSECO - Innovator 850	$9,338.00	$12,394.00	$15,827.00
Freedman - Angel	$2,763.00	$3,313.00	$4,104.00
Freedman - Citiseat	$4,135.00	$1,599.00	$2,146.00
Freedman - Citipro	$3,190.00	$3,505.00	$4,399.00
Freedman - Diablo	N/A	N/A	N/A
Freedman - Patriot	N/A	N/A	$6,422.00
4 ONE GEMINI SEATING	$2,120.00	$2,190.00	$3,005.00
USSC Aires - 4MA	$6,732.00	$6,987.00	$8,329.00
USSC Mariella 6MZ	$3,817.00	$5,083.00	$6,234.00
Add (3) Passenger Seats to Curbside Wheelwell (30' L/F Only)	$997.00	N/A	N/A
Add (2) Passenger Seats to Curbside Wheelwell (30' L/F Only)	$665.00	N/A	N/A
Hinged Rear Settee	Base	Base	Base
Trolley Styling Package (if available)			
TROLLEY STYLING PACKAGE			
Description	30 ft	35 ft	40 ft
Classic San Francisco	$61,494.00	$69,106.00	$77,061.00
Options:			
Wood Seats	$13,437.00	$13,553.00	$16,337.00
Wood Trimed Drivers Barrier	0	0	0
Wood Trimed Electrical Box	0	0	0
Brass Powdercoated Stanchions & Grab Rails	0	0	0
Add Vinyl Seat Cushions	$3,374.00	$3,881.00	$4,363.00
Add Cow Catcher	$3,036.00	$3,036.00	$3,036.00
Add Ropelights	$3,036.00	$3,149.00	$3,261.00
Add Vintage Style Graphics Package	0	0	0
Add for Hybrid Roof Compatibility	$7,987.00	$7,987.00	$7,987.00
2 Color Custom Paint for Trolley	0	0	0
Brown Leather Overhead Grab Straps - Each	$30.00	$30.00	$30.00

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SPARE PARTS

QTY	DESCRIPTION	PRICE
1	X 426 / 430 A/C compressor w / Clutch assembly	$5,375.00
1	A/C Compressor - S 391	$5,975.00
1	Reliance Brushless Condenser Motor	$1,942.00
1	Reliance Brushless Evaporator Motor	$4,676.00
1	Heater Core	$756.00
1	Set Wiper Motors	$1,572.00
1	Set Windshields (Standard Transit)	$825.00
1	Set of (3) One Piece BRT Windshields	$3,865.00
1	2 Piece BRT Windshield	$950.00
1	Set of Window Glazing (30') - Hidden Frame Fixed	$12,127.00
1	Set of Window Glazing (35') - Hidden Frame Fixed	$14,672.00
1	Set of Window Glazing (40') - Hidden Frame Fixed	$16,138.00
1	Set of Skirt Panels (30')	$2,171.00
1	Set of Skirt Panels (35')	$2,287.00
1	Set of Skirt Panels (40')	$2,345.00
1	Engine Power Pack (ISL / Allison)	$99,753.00
1	Engine Power Pack (ISL / Voith)	$98,382.00
1	Engine Power Pack (ISL / ZF)	$98,845.00
1	Engine ISL 280 HP (w/o DPF)	N/A
1	Allison Transmission (B400R)	$20,652.00
1	Voith Transmission (864.5)	$21,839.00
1	ZF Transmission (6HP 592/4)	$21,910.00
1	Set of Twin Vision Destination Signs, 100% Amber LED, (Front , Side , Rear)	$8,900.00
1	Set of Luminator Destination Signs, 100% Amber LED, (Front , Side , Rear)	$8,900.00
1	Twin Vision Front Electronic Dash Sign	$1,120.00
1	Luminator Front Electronic Dash Sign	$1,120.00
1	Set Entrance Doors	$2,950.00
1	Set of Exit Doors 34"	$2,669.00
1	Set of Exit Doors 48"	$3,955.00
1	Door Motor	$2,482.00
1	Left Rear Corner Panel	$310.00
1	Right Rear Corner Panel	$310.00
1	Rear Bumper	$1,260.00
1	Front Bumper	$1,483.00
1	Right Front Bumper Corner	$256.00
1	Left Front Bumper Corner	$256.00
1	Right Rear Bumper Corner	$175.00
1	Left Rear Bumper Corner	$175.00
1	Front Cap (Standard Transit)	$5,912.00
1	Front Cap (BRT)	$6,237.00
1	Set of Access Doors 30' L/F (Radiator, Trans, RR Fender, LR Fender, Battery, Front)	$4,273.00
1	Set of Access Doors 35' L/F (Radiator, Trans, RR Fender, LR Fender, Battery, Front)	$4,372.00

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1	Set of Access Doors 40' L/F(Radiator, Trans, RR Fender, LR Fender, Battery, Front)	$4,450.00
1	LIFT-U Wheel Chair Ramp 6:1 Ratio,	$8,357.00
1	Sportworks - 2 Bike, Black Powder Coated	$744.00
1	Sportworks - 2 Bike, Stainless Steel	$942.00
1	Midwest Bus -- 2 position BYK RYK, Black Powder Coated	
1	Midwest Bus -- 2 position BYK RYK, Stainless Steel	
1	GFI 41" Odyssey	$18,784.00
1	Neihoff C-701	$2,518.00
1	Neihoff C-703	$3,237.00
1	Set of Drums and Linings 35' & 40' L/F (Front)	$1,288.00
1	Set of Drums and Linings 35' & 40' L/F (Rear)	$1,749.00
1	Set of Drums and Linings 30' L/F (Front)	$821.00
1	Set of Drums and Linings 30' L/F (Rear)	$938.00
1	Pressure relief valve	$295.00
1	Solenoid valve- normally closed - electrically opened for fuel delivery	$176.00
1	Pressure Regulator	$812.00
1	Low pressure switch	$77.00
1	Low pressure filter assy.	$55.00
1	Low pressure filter - normally spin on	$220.00
1	Coalescing filter assy.	$220.00
1	Coalescing filter elements	$22.00
1	Pressure Transducer	$150.00
1	Fuel Manifold / fill panel complete assy.	$6,477.00
1	Manifold , lines and fittings for tank assy.	$293.00
1	Muffler / catalyst assy.	$5,084.00
1	Methane Gas sensor	$228.00
	DIAGNOSTIC HARDWARE	
1	Laptop PC - Dell Pentium M	$4,685.00
1	Printer (J-38480-A)	$1,022.00
	ELECTRICAL DIAGNOSTICS	
1	Set of Multiplexing Diagnostics (includes the 7 following items)	$8,860.00
1	Incl w/ set-Circuit Tester (single item pricing request for this item and following items)	Included w/set
1	Incl w/ set-Program Loader	Included w/set
1	Incl w/ set-Program	Included w/set
1	Incl w/ set-ID Writer/verification	Included w/set
1	Incl w/ set-RS232/RS485 Converter	Included w/set
1	Incl w/ set-Software, Real Time Ladder Logic	Included w/set
1	Incl w/ set-Hand-Held Computer	Included w/set
	ENGINE DIAGNOSTICS	
1	Cummins Inline 5 Adapter Kit, Insite Basic	$1,219.00
	ENGINE TUNE-UP KIT	
1	Cummins Tune-Up Kit (includes the following)	$7,089.00
1	includes -Pressure Gauge	Included w/set
1	includes -Torque Wrench	Included w/set
1	includes -Oil Filter Wrench	Included w/set
1	includes -Engine Coolant & Fuel Wrench	Included w/set
1	includes -Belt Tension Gauge	Included w/set
1	includes -Belt Tension Gauge	Included w/set
1	includes -Charge-A/C CAC Pressure Kit	Included w/set

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1	includes -Engine Barring Gear	Included w/set
1	includes -Torque Wrench	Included w/set
1	includes -Roller Follower Rem. & Installation Tool	Included w/set
1	includes -Compucheck Fitting	Included w/set
	TRANSMISSION DIAGNOSTICS	
1	Allison Cable & Software	$1,893.00
1	Voith Cable & Software	$1,021.00
1	Voith Service Tool Kit	$6,000.00
1	Set of ZF Diagnostics (Includes the 3 following items)	$4,795.00
1	includes -Testman Diagnostic System	Included w/set
1	includes -SAE Cable	Included w/set
1	includes -Ecomat Testman Software	Included w/set
	DESTINATION SIGN PROGRAMMING	
1	Luminator Flash Card & Software	$620.00
1	Twin Vision Flash Card	$80.00
1	Twin Vision Software Package	$1,205.00
	HVAC SPECIAL PURPOSE	
1	TK Intelligaire II Diagnostics	$1,514.00
1	Webasto Diagnostic Tool	$520.00
	TOWING & HOISTING	
1	Set of Hoist Adapters (Includes the 4 following items)	$863.00
1	Incl w / set-Front Saddle	Included w/set
1	Incl w / set-Front Adapters	Included w/set
1	Incl w / set-Rear Saddle	Included w/set
1	Incl w / set-Rear Adapters	Included w/set
	BRAKE SYSTEM DIAGNOSTICS	
1	Meritor Software (Tool Box), Serial Link / Interface Kit	$441.00
	HYBRID DRIVE TOOLS	
1	Special Purpose Hybrid Drive Tool Kit	$15,435.00
	MISCELLANEOUS ALTERNATIVES	
1	Engine Dolly	$5,628.00
1	EMCO-Wheaton Posi-Lock Nozzle	$1,968.00
1	Mobile Receiver for S&A 392 Hubodometer	$1,279.00
1	Cup Holder	$34.00
1	Auxiliary Drivers Fan	$76.00
1	Fiber Optic Backlighting on Drivers Dash	$1,143.00
1	12V Power Port on Driver Dash	$110.00
	CNG TOOLS	
1	Methane Gas Detector- hand held electronic	$526.00

ATTACHMENT 2 TO EXHIBIT "B"

CONFIDENTIAL

GILLIG'S BASE EQUIPMENT AND ALTERNATIVES PRICE SHEET

As you have just reviewed, Gillig has submitted Exhibit A to RFP PART IV Price Proposal Options in accordance to the RFP. You specifically request that document should not be altered.

However, Gillig has recognized there are a number of line items in those Price Sheets that:

- list components as the BASE which are in conflict with the Technical Specifications (the RFP states elsewhere that in the event of any discrepancies or conflicts, the Technical specifications shall govern)
- are obsolete due to technology changes
- have item descriptions that do not match the specific application
- are not identified in current Florida bus order configurations commonly used by LYNX and the other Florida agencies

Therefore, in addition to the required LYNX Exhibit A to RFP Part IV Price Proposal Options Form, Gillig is pleased to offer and supply as part of our proposal a separate and more complete updated listing of the Base Equipment and Alternatives Price Sheet that will be more beneficial to LYNX and the Procuring Agencies for this new contract. Much of the pricing will correlate between the two lists, however the Gillig supplied Base Equipment and Alternatives Price Sheet is more pertinent and inclusive with current nomenclature. We trust this will be very useful.

FOR THE ELECTRONIC COPY OF THIS CONTRACT CONFIDENTIAL PRICING HAS BEEN INCLUDED UNDER SEPARATE COVER.

GILLIG

Post Office Box 3008
Hayward, CA 94540-3008
(510) 785-1500
FAX: (510) 785-6819

October 1, 2013

Mr. Greg Anderson
Purchasing Manager
LYNX
455 N. Garland Avenue
Orlando, FL 32801-1518

RE: PROPOSAL FOR HEAVY DUTY TRANSIT COACHES
RFP NO. 13-R06

Mr. Anderson:

Thank you for the opportunity to provide additional information to help you understand and complete your evaluation of Gillig's proposal for Heavy Duty Transit Coaches in response to RFP No. 13-R06. On September 12, 2013 LYNX hosted a meeting at your facility to discuss our proposal. Mr. Ben Grunat (Gillig National Sales Director) and Mr. Butch Sibley (Regional Sales Manager) attended on behalf of Gillig. Mr. Steven Neal (G.M. Ocala, FL) representing the Florida Public Transit Association (FPTA) attended as well as Mr. Ben Guida (LYNX Director of Procurement) and you representing LYNX.

In response to your request for additional information, we have provided documentation of what we believe were the key concerns expressed at the meeting. They are as follows:

- Comparative Price Analysis between our current proposal for Heavy Duty Bus RFP 13-R06 and the existing 2008 Heavy Duty Bus Gillig contract 09-C05.
- Comparative Price Analysis between our current proposal for Heavy Duty Bus RFP 13-R06 and the price of the same equipment purchased off other large State contracts (MN and PA).
- An Evaluation of our current Price Structure and Power plants as proposed.

Comparison of Proposed RFP Prices to Existing Gillig Florida Contract Prices

Gillig prepared the following analysis to compare our proposed RFP prices with the current Gillig contract awarded in 2008 to fully understand the cost drivers associated with our proposed prices.

A. Emissions Related Changes

Contract modifications 4, 7 and 8 included various price increases as a result of EPA mandated emissions changes. The proposed bus prices include 2010 and 2013 EPA emissions regulations and all current requirements. These are itemized in Section A of the following Comparative Price Analysis.

B. Cost Escalation Increases Over the Contract Term

The existing contract included provisions for price adjustments based on the Producer Price Index #1413 Truck and Bus Bodies. Over the nearly five years of Gillig's existing 2008 contract, the index has increased only 3.99%, which equates to 0.8% per year. During that same period, Gillig experienced increased costs above the allowable PPI in raw material, major and minor components, contractual labor, health care costs, in-bound freight, delivery, etc. Our total increased costs averaged 1.5% per year, or $5,281/yr/bus. These escalation increases are itemized in Section B of the following Comparative Price Analysis.

C. Base Bus Specification Changes

The technical requirements of the base bus as proposed have changed since the last contract. The new RFP includes Disc Brakes, EMP Electric Cooling, LED headlights and other additional technical requirements over and above Gillig's existing 2008 contract. These additional requirements add increased costs to the proposed Base bus prices. These are itemized in Section C of the following Comparative Price Analysis.

D. Warranty Costs

While the coverage levels have remained consistent between the two contracts, the addition of on-board diagnostics required by the new EPA emissions standards and the resultant increased subcomponent cost have each contributed greater vendor exposure which resulted in higher extended coverage costs. This is itemized in Section D of the following Comparative Price Analysis.

E. Valued Customer Discount

Gillig has established a strong partnership with transit properties throughout the State of Florida over the prior contracts and based on these valued relationships, we are pleased to have offered a $5,000 customer discount to the base bus prices already. This discount demonstrates our continued commitment to support and provide LYNX and the FPTA consortium members with the best value, as well as the most reliable, safe and cost effective bus to maintain and operate in the industry. This is itemized in Section E of the following Comparative Price Analysis.

Summary

Based on the itemized Comparative Price Analysis below, you can see that the proposed bus prices are extremely fair and reasonable and provide LYNX and the FPTA consortium members with a new five year contract comparable to the existing Gillig contract that has already provided the Consortium members with great value.

COMPARATIVE PRICE ANALYSIS
CURRENT PROPOSED RFP PRICES TO EXISTING 2008 GILLIG CONTRACT

2008 Exisiting Gillig Contract 40' Low Floor Base Bus Price		$ 320,983.00
A. EPA Required Emission Changes		
2010 Engine and Equipment (Contract Mod # 4)	27,179.00	
2010 Cummins Extended Warranty (Contract Mod # 7)	1,250.00	
2013 Engine and Equipment (Contract Mod # 8)	1,570.00	
Total Emissions Related Changes		29,999.00
B. Cost escalation increases over contract term		
PPI Adjustment Base Bus 226.5 (Aug '13) / 217.8 (Dec'08) = 3.99%	12,807.00	
PPI Adjustment Mod 4 - 226.5 (Aug '13) / 216.3 (Jul '09) = 4.71%	1,280.00	
PPI Adjustment Mod 7 - 226.5 (Aug '13) / 222.1 (Nov '11) = 1.98%	25.00	
PPI Adjustment Mod 8 - 226.5 (Aug '13) / 225.1 (Oct '12) = 0.62%	9.00	
Gillig cost increases in excess of PPI (0.7% per year)	12,284.00	
Actual cost escalation increases over the five year term ($5,281/yr)		26,405.00
C. Specification Changes		
EMP Cooling Fan in place of Hydraulic Cooling	8,993.00	
EMP Alternator	346.00	
Disc Brakes in place of Drum Brakes	5,206.00	
Dual LED Headlights in place of Halogen Headlights	878.00	
Protective Sleeves on High Pressure Lines	325.00	
Hinged Rear Settee	269.00	
ADA Remote Belt Release	350.00	
Farebox Guard	112.00	
Horizontal Guardrails on Wheelhousings	136.00	
Changes in base bus specification		16,615.00
D. Increased Warranty Costs on Major Components		711.00
Initial Adjusted Base Unit Price		$ 394,713.00
E. LYNX (Florida Consortium) Valued Customer Discount		(5,000.00)
Proposed 40' Low Floor Base Unit Price		**389,713.00**

Comparison to Other Existing State Gillig Contracts

To further demonstrate that the proposed prices provided to LYNX and the FPTA members were not only fair and reasonable, but also the best state-wide pricing provided by Gillig, we compared the proposed price of the Florida Base Bus to the price of that bus if purchased off two different state contracts. For purposes of this analysis, we compared the State of Minnesota FY2013 Heavy Duty Transit Bus contract and the Pennsylvania consortium Heavy Duty Transit Coach contract. As the technical requirements of these two contracts are not the same, we prepared a technical comparison below to calculate the price difference.

	Florida Consortium	State of Minnesota	Pennsylvania Consortium
Extended Coverages	Included	Not Included	Not Included
Radiator Cooling	EMP Electric	Hydraulic	Hydraulic
Brakes	Disc	S-Cam	S-Cam
Destination Signs	Front, Curbside, Rear	Not Included	Front, Side
HVAC Compressor	S616	X426	X426
HVAC Motors	Brushless	Ohio PM	Brushless
Transmission	Allison B400R	Voith D864.5	Allison
Interior Lights	LED	Fluorescent	LED
Fire Suppression System	Amerex V-25	Not Included	Not Included
Wheelchair Ramp	Lift-U LU18	Ricon (4:1)	Lift-U
Passenger Windows	Full Sliders	Upper Transom	Transom
Headlights	LED	(4) Halogen	(4) Halogen
Spare Tire	Included	Not Included	Included
Fuel Fill	Emco Wheaton	Gravity Fill	Gravity Fill
Roof Hatches	(2)	(1)	(2)
Overhead Grab Straps	(14)	Not Included	Not Included
Dash Mtd Front Run Sign	Included	Not Included	Not Included
Tires	Not Included	(6) Michelin	Not Included
Passenger Seats	AMSECO 6468	AMSECO Insight	AMSECO 6468

The following table summarizes the price of the Florida Base Bus on each of the three contracts:

	Florida Consortium	State of Minnesota	Pennsylvania Consortium
Base Bus Price	$389,713	$358,806	$345,513
Florida Base Bus Options	Incl.	$41,177	$31,831 PPI Escalation $15,056
Florida Base Bus Price	**$389,713**	**$399,983**	**$392,400**

We also provide for your review the pricing for the various additional propulsion systems proposed in other State contracts compared to the LYNX proposal.

	Florida Consortium	State of Minnesota	Pennsylvania Consortium
Allison Hybrid with Vanner HBA	197,823	213,443	202,175
BAE w/ APS1	179,032	203,895	Not Priced
BAE w/ APS2	198,917	214,133	193,186
CNG (8-85" Tanks)	45,227	47,584	50,705
CNG (4-85" 4-120" Tanks)	48,996	52,694	Not Priced
CNG (8-120" Tanks)	53,705	57,816	Not Priced

Further Quantity Discount

After detailed review of your request in the meeting on September 12, 2013, Gillig is pleased to offer LYNX and the FPTA consortium members a further quantity-based incentive program which decreases your bus prices for vehicles purchased off of this procurement. The following per bus discount would be applied to the price summary at the time of Gillig's order acknowledgement. **The potential savings from this incentive is over $2,800,000 over this contract!**

Contract Vehicle Unit Number	Per Bus Discount	Contract Reduction
0-500	**$750**	$375,000
501-1000	**$1,500**	$750,000
1001-1585	**$3,000**	$1,755,000
Total		**$2,880,000**

This additional quantity based discount demonstrates our absolute commitment to the partnerships we have developed with LYNX and the FPTA consortium members over the past 15 years. We would also like to bring to your attention the other huge inherent cost savings with an award to Gillig. There are significant part standardization aspects that will decrease your operating and maintenance costs. Operator and maintenance training is significantly minimized based on your current fleet of Gillig buses, as well as specialized tooling and diagnostics already owned by the transit agencies.

We trust that the information provided above shows that our initial proposed prices are fair and reasonable. And, in the spirit of true partnership, Gillig has provided further pricing discounts as stated herein to further verify Gillig's commitment to LYNX and the FPTA

consortium members. The comparisons given with other state contracts should also support our valued relationship with LYNX and the FPTA consortium members - - and we hope you would agree!

We thank you for this opportunity and would be honored to be selected for this award and to continue the successful partnerships that we have established over the years.

Sincerely

JPolicarpio

Joseph Policarpio
Vice President Sales and Marketing

CC: Ben Guida, Director of Procurement (LYNX)
Steven Neal, General Manager (FPTA)
Benjamin M. Grunat, Director National Sales (Gillig)
Javier Hernandez, Jr., Director Project Sales Management (Gillig)
Butch Sibley, Regional Sales Manager (Gillig)

Thank You for Supporting American Jobs!

Gregory Anderson - Clarification of Gillig Proposal to LYNX RFP 13-R06 (Operator Orientation Training)

From: <Butch.Sibley@gillig.com>
To: "Gregory Anderson" <GAnderson@golynx.com>
Date: 10/21/2013 3:28 PM
Subject: Clarification of Gillig Proposal to LYNX RFP 13-R06 (Operator Orientation Training)
CC: <Joseph.Policarpio@gillig.com>, <Ben.Grunat@gillig.com>, <Javier.Hernand...

Greg,

The price for the Operator Orientation Training, 8 hours, (Customer Property) on the Price Proposal form Page 140 of 187, CLIN 0006 was incorrectly listed as $1,500. per class.

This e-mail confirms the price of $1,250 per class as listed on the Base Equipment and Alternatives Price Sheet.

I apologies for any inconvenience.

Butch Sibley
Regional Sales Manager
Gillig LLC
(510) 589-9430
bsibley@gillig.com

Exhibit "C"

LYNX GENERAL TERMS AND CONDITIONS

PROVISIONS APPLICABLE TO ALL CONTRACTS

Accident Prevention. The Contractor shall provide and maintain Work environments and procedures, which will safeguard the public and LYNX personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of LYNX operations and delays in project completion dates; and control costs in the performance of the Contract. Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or LYNX personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any stop work order issued under this clause. The Contractor shall insert this clause with appropriate changes in the designation of the parties, in subcontracts.

Americans with Disabilities Act. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

Application Of Federal Laws Clause. Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

Civil Rights. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Action of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

Compliance With Law. Contractor shall perform all Work hereunder in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, any applicable licensing or permitting laws. The Contractor shall use only licensed personnel to perform Work required by law to be performed by such personnel and shall bear the costs of obtaining all necessary licenses and permits.

Composition Of Contractor. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and several hereunder.

Federal, State And Local Taxes. The Contract price includes all applicable federal, state, and local taxes and duties. LYNX is exempt from state and local sales and use taxes. In addition, any such taxes included on any invoice or voucher received by LYNX shall be deducted from the amount of the invoice or voucher for purposes of payment.

Indemnification. Contractor shall fully indemnify and hold harmless LYNX and all of its directors, officers, employees, and agents from all claims demands, causes of action, damages, losses, and expenses (including attorney's fees), of whatsoever nature, character, or description that any person or entity has or may have arising out of or related to the breach of or failure to perform the Contract or any subcontracts hereunder or resulting from any negligent act, omission, misconduct, or fault of the Contractor or subcontractors and their employees and agents.

Independent Contractor. The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor and supplier of the Contractor and LYNX by virtue of the Contract. No provision of the Contract shall be for the benefit of any party other than LYNX and the Contractor.

Interest Of Public Officials. Contractor represents and warrants that no employee, official, or member of the board of LYNX, during his or her tenure or two years thereafter, is or will have a pecuniary interest or benefit directly or indirectly from the Contract or the proceeds thereof. Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of LYNX. For breach of any representation or warranty in this clause, LYNX shall have the right to annul the Contract without liability and/or have recourse to any other remedy it may have at law.

Material and Workmanship. All equipment, material, and articles incorporated into the Work covered by the Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor at its option, may use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.

Organization And Direction Of The Work. When the Contract is executed, the Contractor shall, at the request of the Project Manager, submit to the Project Manager a chart showing the general executive and administrative organization, the personnel to be employed concerning the Work under the Contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it, as additional information becomes available. Work performance under the Contract shall be under the full-time resident direction of:

(1) The Contractor, if the Contractor is an individual;

(2) One or more principal partners, if the Contractor is a partnership; or

(3) One or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, a specific person may represent the Contractor in the direction of the Work or persons holding positions other than those identified in this paragraph.

Publicity Releases. All publicity releases or releases of reports, papers, article, maps or other documents in any way concerning the Contract or the Work hereunder which the Contractor or any of its subcontractor desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

Prohibition Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of this provision, the Executive Director shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Program Funding. LYNX's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

Subcontractors and Outside Consultants. Any subcontractors and outside associates or consultants required by the Contractor concerning the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by LYNX concerning the award of the Contract. Any substitution in such subcontracts, associates, or consultants will be subject to the prior approval of the Contracting Officer.

Truth in Negotiation. Contractor agrees to execute a Truth-in-Negotiation Certificate in accordance with Florida Statutes §287.055 stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TEN THOUSAND DOLLARS ($10,000)

Approval of Materials. When required by the Contract or by the Contracting Officer, the Contractor shall obtain the Contracting Officer's approval of the material or articles, which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer full information concerning the material or articles, including, but not limited to the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When directed to do so by the Contracting Officer, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection. All Work under the Contract shall be performed in a skillful and workmanlike manner, unless a higher standard of care is specified. The Contracting Officer may require, in writing, that the Contractor removes from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

Errors And Omissions. Notwithstanding the provision of data supplied by LYNX, the Contractor shall have the responsibility of supplying all details required to make the product or service complete and ready for use although such details may not be specifically mentioned in the specifications. The Contractor shall take no advantage of any apparent error or omission, which he might discover in the plans or specifications, but shall forthwith notify the Contracting Officer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

Insurance. The Contractor shall, at all times during the term of the Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of LYNX and the Contractor with limits of liability not less than those specified below.

(1) ***Worker's Compensation Insurance:*** Providing statutory benefits as provided under the Workers' Compensation Act of the State of Florida and/or any other state or Federal law or laws applicable to the Contractor's employees performing Work under the Contract.

(2) ***Employers' Liability Insurance:*** With limits of liability of not less than $100,000 each accident, $100,000 each employee for disease, and $500,000 policy limit for disease. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from LYNX.

(3) ***Commercial General Liability:*** In the following amounts: Bodily Injury and Property Damage $100,000 each occurrence/$300,000 general aggregate; $100,000 products/completed operations aggregate. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the Contractor's obligations herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

(4) ***Comprehensive Automobile Liability:*** Insurance covering all owned or hired and non-owned vehicles used concerning the Work performed under the Contract with limits of liability not less than $100,000 each person and $300,000 each accident for bodily injury and $100,000 each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than $500,000.

(5) ***Certificates of Insurance:*** Before commencing prosecution of the Contract, Contractor shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to LYNX shall be in form and content acceptable to LYNX.

(6) ***Approval of Forms and Companies:*** An insurance company or companies satisfactory to the Contracting Officer and licensed to do business in Florida shall write all insurance described in the Contract. Insurance shall be in form and content satisfactory to the Contracting Officer. No party subject to the provisions of the Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided herein to the contrary, all policies of insurance which are in any way related to the Work required by the Contract shall be endorsed to LYNX waiving the issuing insurance company's rights of recovery against LYNX whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a Best's Rating of B+ or better.

(7) ***Additional Insured Endorsement:*** The policy or policies providing Commercial General Liability, Automobile Liability and as required above shall be endorsed to name LYNX, its officers, directors, employees and assigns as

Additional Named Insured as respects operations performed by or on behalf of the Contractor in performance of the Contract.

(8) ***Notice of Cancellation or Material Change:*** Policies and/or certificates shall specifically provide a thirty- (30) day notice of cancellation, non-renewal, or material change to be sent to LYNX.

(9) ***Subcontractors:*** If any part of the Work is sublet, the Contractor shall require any and all subcontractors performing Work under the Contract to carry insurance of the type and limits of liability as the Contractor shall deem appropriate and adequate. In the event, a subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish to LYNX certificates of insurance evidencing subcontractors' insurance coverage.

(10) ***Multiple Policies:*** A single policy of insurance or a combination of primary, excess or umbrella liability policies as required above may provide the limits of liability. Nevertheless, in no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

(11) ***Deductibles:*** Companies issuing the insurance policies and the Contractor shall have no recourse against LYNX for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

Notice Of Labor Disputes.

(1) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(2) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of the Contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING TWENTY FIVE THOUSAND DOLLARS (RESERVED)

PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING ONE HUNDRED THOUSAND DOLLARS

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Performance During Dispute. Unless otherwise directed by LYNX, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

PROVISIONS APPLICABLE ONLY TO CONTRACTS EXCEEDING FIVE HUNDRED THOUSAND DOLLARS (RESERVED)

PROVISIONS RELATING TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (RESERVED)

PROVISIONS RELATING TO CONSTRUCTION CONTRACTS (RESERVED)

PROVISIONS RELATING TO INTELLIGENT TRANSPORTATION SYSTEMS PROJECTS

Conformance with ITS National Architecture. With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

PROVISIONS RELATING TO MATERIALS AND SUPPLIES CONTRACTS (RESERVED)

PROVISIONS RELATING TO OPERATIONS/ MANAGEMENT CONTRACTS (RESERVED)

PROVISIONS RELATING TO RESEARCH AND DEVELOPMENT CONTRACTS (RESERVED)

PROVISIONS RELATING TO ROLLING STOCK PURCHASE CONTRACTS (SEE RFP 13-R06 SECTION 2)

DEFINITIONS.

Except as otherwise expressly provided, the terms defined in this section have the meanings assigned to them in this section and the words "herein," "hereof," and "hereunder," and similar words refer to the Contract Documents as a whole and not to any particular document.

(1) "Contract" means the Contract for goods and services between LYNX and the Contractor, of which these General Provisions are incorporated.

(2) "Contractor" means such party as designated in the Contract.

(3) "Contract Documents" means, collectively, the Contract for goods and services between LYNX and the Contractor, these General Provisions, the solicitation by LYNX, the response by the Contractor, and all other documents, instruments and agreements ancillary to and contemplated by these documents.

(4) "Contracting Officer" means such party as designated by LYNX in the Contract.

(5) "FTA" means the Federal Transit Administration.

(6) "LYNX" means the Central Florida Regional Transportation Authority d/b/a LYNX, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes.

(7) "Project Manager" means such party as designated by LYNX in the Contract.

(8) "Work" means the goods and/or services to be provided pursuant to the Contract.