

**MASTER CONTRACT E194-75548 MA2274  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
GILLIG, LLC**

**2020**

**TRANSIT BUSES  
CNG, DIESEL, HYBRIDS**

**1. SCOPE OF CONTRACT**

This is a master ordering agreement (the "Master Agreement" or "Master Contract" or "Contract") between the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS" or "DGS/DPS") and GILLIG LLC (the "Contractor" or "Gillig"), a California Company having its principal place of business at 451 Discovery Drive, Livermore, CA 94551 for the provision of transit buses/coaches including all related integral and/or peripheral equipment, products, component parts, materials, and supplies (collectively termed Equipment or Products), together with related warranty, maintenance and repair, or other services (collectively termed Services) necessary to provide and maintain Products in accordance with the Original Equipment Manufacturer (OEM) technical specification and operational performance standards, pursuant to the Commonwealth Request For Proposal #E194-193, dated May 31, 2016 (the RFP) and the Contractor's proposal, dated August 11, 2016, in response thereto.

This Contract contains the terms and conditions by which Commonwealth agencies, institutions, and other public bodies as defined in Virginia Code § 2.2-4301, entitled "Definitions" of the *Virginia Public Procurement Act (VPPA)*, as amended, and hereinafter referred to as "Authorized Users," are to acquire (new) heavy-duty, low-floor transit buses, including all related integral or peripheral component equipment, products, materials, parts, or supplies (Buses), together with all warranty, maintenance, repair and support services ("Services") needed to ensure that all Buses and Equipment acquired under the Contract can be operated, serviced, and maintained by Authorized Users in accordance with all pertinent operating standards and performance specifications of the Contractor, or original equipment manufacturer ("OEM") for any third-party Products or Services provided by the Contractor under this Master Agreement, and pursuant to the Commonwealth's Request For Proposal # E194-193, dated May 31, 2106 (the "RFP") and the Contractor's proposal dated August 11, 2016 in response thereto.

This Contract is being entered into by DGS on behalf of the Virginia Department of Rail and Public Transportation ("DRPT"). Therefore, Contractor agrees that all Products and Services provided within scope of this Contract shall be provided to all Authorized Users in a manner that assists the DRPT in its core mission to facilitate and improve the mobility of all citizens of the Commonwealth and to promote the efficient transport of goods and people in a safe, reliable and cost-effective manner, with a transit goal to expand or improve transportation choices in Virginia and as embodied in DRPT's web site <http://www.drpt.virginia.gov/about-us/core-mission>.

Contractor and Commonwealth shall develop a first class model for public body support and ensure the Commonwealth is a national leader in understanding and meeting customer needs, and is a leader in contract innovation, while building a supplier-customer relationship that supports the Commonwealth's strategic objective to include obtaining high quality goods and services at reasonable costs, while ensuring ongoing innovation in the products obtained which provide overall best value.

This Contract is the result of a competitive solicitation and its use is optional for public bodies and entities authorized to use the Contract by the Code of Virginia § 2.2-1120. Pursuant to Code § 2.2-1120, Authorized Users shall also include any organization that provides transportation services in Virginia and receives funding from the Federal Transit Administration or the Commonwealth Transportation Fund, as well as certain private, nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Code 2.2-1120.

To ensure maximum transparency and public access to all Commonwealth procurement opportunities, and consistent with Code § 2.2-1110, Contractor agrees that all orders from any Commonwealth Authorized User shall be accepted solely through the Commonwealth of Virginia's central electronic procurement website, "eVA," [www.eva.virginia.gov](http://www.eva.virginia.gov), as delineated with the ordering instructions herein.

## 2. AUTHORIZED USERS

The Contract is available for use by all Commonwealth public cities, towns, counties, and public entities--including state agencies; educational institutions, and other public bodies as defined in Section 2.2- 4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users." Pursuant to Code of Virginia § 2.2-1120, all private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code section § 501(c)(3) may also submit orders to purchase Products or Services directly from this Contract, and are included in the definition as an Authorized User. The Metropolitan Washington Council of Governments (MWCOG) and members of MWCOG shall also be included as an Authorized User on this Contract. Contractor shall provide all Products and Services in accordance with the provisions of this Contract upon receipt of a duly authorized order, as defined herein, from any Commonwealth public school division or entity, state agency, educational institution, or any other public body, as defined in § 2. 2-4301 entitled "Definitions" and § 2. 2-4304 of the Virginia Public Procurement Act (VPPA), as amended. The Contract is also available for use by certain charitable corporations and private nonprofit 501(c) (3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned parties are referred to in the aggregate and hereinafter as Authorized Users for purposes of using this Contract. This is an optional use contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2. 2-1110, all Authorized Users are to submit orders directly with Contractor through the Commonwealth's electronic procurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov), as delineated in the "ORDERS" section of this contract.

## 3. INTERPRETATION OF CONTRACT

As used in this Contract, the terms listed below shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all duly authorized and executed orders and Attachments referencing the Contract (3) the RFP #E194-193 and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

## 4. TERM

Initial term of the Contract shall be effective from June 8, 2017 through May 31, 2018. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

Current term of this contract is June 1, 2020 through May 31, 2021.

## 5. RENEWAL OF CONTRACT

(Final contract year – no renewals remaining)

## 6. PRICING

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A.

## 7. PRICE ESCALATION/DE-ESCALATION

Prices for base Buses with standard features and additional options/upgrades are listed herein as Attachment A, entitled "Products and Pricing Schedule." As new technology unfolds, options/upgrades will be updated on Attachment A. Users should review all options/upgrades and pricing before starting "pre build" discussions with Contractors.

Discounts are to be considered the minimum for the entire term of the Contract. Base Bus prices may be negotiated on an annual basis. Price adjustments and/or discount adjustments may be permitted for changes in the Contractor's cost of materials or services. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized at the end of the initial (one year) term and only where verified to the satisfaction of the Contract Manager. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The Contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which must: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. All changes in the prices and/or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the Contractor.

The DGS/DPS Contract Manager will notify the Authorized Users and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases that affect the cost of materials are required to be communicated immediately to the Contract Manager.

Base Bus prices may be negotiated on an annual basis only at the time of renewal. At its sole discretion, the Commonwealth may permit such price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contract Manager. The Contract pricing for any renewal period shall not exceed the lesser of: a) four percent (4%) of the Contract pricing for the prior term, or; b) the Contract pricing for the prior period, increased/decreased by no more than the percentage increase/decrease for the previous twelve (12) month period, under the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) Producer Price Index (PPI) category series identification "WPU1413" "Truck and Bus Bodies" for the latest twelve (12) month period for which statistics are available. (\*<http://data.bls.gov/timeseries/WPU1413>). Price adjustments are at the sole discretion of the Commonwealth, only permitted annually at the time of Contract renewal and only where verified to the satisfaction of the DGS/DPS Contract Manager.

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contract Manager. The Contract Manager will notify the Contractor in writing of any approved increase. Price increase would take effect on the first day of the renewal pricing period. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

## 8. ADDITION/DELETION OF PRODUCTS /SERVICES

The Commonwealth recognizes that Products and Product line additions and/or Services to the Contractor's standard commercial catalog offerings during the life of the Contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:

- a. Any and all new Products will be categorized with similar Products or Product lines into existing market categories

previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the Product. The Commonwealth shall be notified of new item(s) and/or Product line(s). Contract amendment or modification will not be required for addition of new Product(s) to the Contractor's offerings that are consistent with pre-established categories and discount structure. Such products shall be added to Contractor's on line catalog in the Commonwealth's eVA system, thereby providing our citizens with the best Products available from Contractor at any time during the term of this Contract.

- b. In the event the Contractor adds a new specialty Product line which represents Product(s) that are consistent with the type and class of Products covered under this Contract, but differ sufficiently from Products or brands represented in the existing Product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the Contract to establish a discount structure, net price, or grand total for the Product(s). Pricing must be competitive in order to add Products to this Contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.
- c. Contractor shall develop new business opportunities and market its services by meeting current and potential clients, discussing their needs and opportunities for improvement.

#### 9. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

#### 10. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Commonwealth and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### 11. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the *Virginia Fair Employment Contracting Act* of 1975, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. Meet or exceed all current Federal Transportation Administration (FTA) of Manufacturer / Vendor certifications, regulations and policies (i.e. Buy America policy)
2. The Contractor shall not discriminate against any employee or applicant for employment because of

race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer
4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor shall include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each Subcontractor or vendor.

## **12. ETHICS IN PUBLIC CONTRACTING**

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their submitted proposal or this resulting Contract, and that they have not conferred on any Commonwealth public body or Authorized User employee having official responsibility for ordering Equipment, Products or Services provided through this solicitation and Contract process, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **13. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By entering into this Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986

## **14. DEBARMENT STATUS**

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of Goods and/or Services covered by this Contract. Contractor further certifies that they are not debarred from filling any Order or accepting any resulting Order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

## **15. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

## **16. PAYMENT**

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number
2. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable), however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which ordering entity is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or for state agencies the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the Contractor is advised that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ordering Authorized User shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. The Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an ordering entity of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

#### **17. PRECEDENCE OF TERMS**

The following Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions contained in the original RFP, and any negotiated Terms and Conditions in this Contract, then the negotiated Terms and Conditions of this Contract shall apply.

#### **18. QUALIFICATIONS OF CONTRACTOR**

The Commonwealth or an Authorized User may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform any Services or furnish any Equipment or Products within the scope of this Contract. The Commonwealth or an Authorized User reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy any questions regarding the Contractor's capabilities.

#### **19. TESTING AND INSPECTION**

The Commonwealth or any ordering Authorized User reserves the right to conduct any test/inspection they may deem advisable to assure that Products and Services conform to all Contract requirements or specifications. (also see section herein entitled "ACCEPTANCE")

#### **20. ASSIGNMENT OF CONTRACT**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

#### **21. CHANGES TO THE CONTRACT**

Changes can be made to this Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth a credit for any savings. Said compensation shall be determined by either of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Authorized User's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. The Contractor shall present the Commonwealth with all vouchers and records of expenses incurred and savings realized. The Commonwealth shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth within thirty (30) days from the date of receipt of the written order from the Commonwealth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Commonwealth or with the performance of the Contract generally.

## 22. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

For Authorized Users that are not Commonwealth state agencies, it is the Contractor's sole responsibility for determining those Authorized Users' sales tax exemption status.

## 23. TRANSPORTATION AND PACKAGING

As applicable, for all Products provided under this Contract, Contractor certifies and warrants that the prices are FOB destination, and includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## 24. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Contract by the Contractor, or any of its subcontractors, whose employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

## 25. NONDISCRIMINATION OF CONTRACTORS

No contractor shall be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless DPS has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of

this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, DPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **26. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

## **27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. DPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **28. FINANCIAL WARRANTY**

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

This Contract shall provide overall best value for any Virginia public body and transportation authority to acquire Contractor's products/services: in terms of pricing, warranty, services, product range, and any other criteria essential to their need. Contract shall provide goods and services of equal/better quality, competitive cost of like products/services, less effort to understand (and use) by customers and suppliers.

## **29. AUDIT**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, Authorized Users, and/or the Commonwealth's/Authorized User's auditors shall have full access to and the right to examine any of said materials during said period.

## **30. USE OF CONTRACT BY THIRD PARTIES**

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body or public institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with Attachment A "Products and Pricing Schedule" attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein using the form shown in Attachment B, VENDOR USAGE – SEMIANNUAL SALES REPORT.

This is a master contract and no modification of the Contract is required for an Authorized User to participate.

Copies of Contract-Related Documents shall be requested directly from the contractor. Such documents may include the solicitation (Invitation for Bids- IFB # 193 dated 5/31/16), contractor's bid response, and signed FTA certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

### **31. AUTHORIZED REPRESENTATIVES**

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

#### Authorized Representatives:

##### COMMONWEALTH OF VIRGINIA

Dennis Donahue  
Contract Manager  
Department of General Services  
Division of Purchases & Supply  
1111 East Broad Street  
Richmond, VA 23219  
Tel.: 804-786-5410  
Fax: 804-786-5413  
Email: [dennis.donahue@dgs.virginia.gov](mailto:dennis.donahue@dgs.virginia.gov)

##### GILLIG LLC

Joseph Policarpio, V.P. Sales  
451 Discovery Drive  
Livermore, CA 94551  
Tel.: 800-735-1500  
Fax: 510-785-6819  
Email: [sales@gillig.com](mailto:sales@gillig.com)

**UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.**

### **32. DELIVERY**

Contractor shall deliver up to one (1) Low Floor Bus to an Authorized User within 18 months after receipt of order (ARO). Delivery of option year buses will be negotiated at time of receipt of a firm purchase order or notice to proceed along with the contracted quantities of manuals (operators, service, parts, electrical schematics, and component supplier manuals). A Contractor Field Service Representative shall also arrive with the Bus delivery to help prepare the Bus to be put into revenue service and to conduct Operator and Maintenance orientation and familiarization training (including a complete set of Low Floor training DVDs and diagnostic interpretation training).

When multiple Buses are ordered and delivered, a Contractor Field Service Representative shall arrive within seven (7) days after delivery of the last Bus to help prepare the Buses to be put into revenue service.

Products and Services should be delivered within thirty (30) days after receipt of order (ARO). Contractor is responsible to make all arrangements for delivery, set up, and preparation for safe vehicle operations. The Authorized User will not assume responsibility for receiving Buses or Product, unless otherwise indicated in the pertinent ordering documents. Contractor shall check with the Authorized User designated point of contact as identified in the ordering documentation to coordinate all necessary transportation and delivery arrangements prior to Product operations.

### **33. BUS DELIVERY NOTIFICATION**

Contractor shall notify the Authorized User no less than two (2) full business days prior to delivery of Buses or Equipment so Authorized User personnel can be available to allow access to their facility, verify items received, and perform any Services needed to prepare Equipment for safe operations. Notification shall be made to the individual identified in the applicable eVA order. In the event no individual is identified, then the Contractor shall contact the Authorized User in advance to identify and coordinate with the responsible staff.

Authorized Users are to include the best point-of-contact information in their orders to assist Contractor.

### **34. PROMOTIONAL DISCOUNTS**

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users. Such notice shall also advise the duration of the specific sale or discount price. The Contract Manager shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

### **35. INSPECTION/LATENT DEFECTS**

All Products are subject to inspection and test, as provide herein under the provision entitled Testing and Inspection. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when Products are used after acceptance has occurred. If latent defects are found at any time during the term of this Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

### **36. PRODUCT AVAILABILITY / SUBSTITUTION**

Substitution of a product, brand or manufacturer under this Contract is expressly prohibited unless approved in writing by the Contact Manager or Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

Contractor shall provide citizens and transportation managers with the best products possible at any time during the term of this contract by making users aware of new products/ replacement parts and technologies.

### **37. MAINTENANCE MANUALS**

Within thirty (30) days after the last Bus is delivered, Contractor shall provide with each piece of Equipment an operations and maintenance (owner's) manual with wiring diagrams, parts list, and a copy of all warranties—along with related documents as per the manufacturer's standard practice.

### 38. ACCEPTANCE

Following Delivery, all Products (to include diagnostic parts, but not Buses) shall be deemed accepted by the Authorized User, at their sole discretion, following applicable operational testing to ensure Products meet expected and required OEM operating standards, requirements, and performance specifications, such that all components – integral and peripheral – operate in the manner designed by the OEM, and for such period of time deemed reasonable and necessary by the Authorized User ("Acceptance"). Within fifteen (15) days after arrival at the designated point of delivery, each Bus shall undergo the Authorized Users tests. If the Bus passes these tests, acceptance of the Bus by the Authorized Users occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Authorized Users notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, GILLIG requests a letter of discrepancies for resolution be issued by the fifteenth day after delivery.

Acceptance shall be documented in writing and sent to the Contractor via email, letter, or any other such writing as agreed upon by the Authorized User and the Contractor. Warranty shall commence upon the date of Acceptance. Should Products/Buses be deemed by the Authorized User to be not acceptable, then the Authorized User shall reject Products/Buses, in writing, providing the Contractor with such details as needed in writing as to the reason why Products/Buses are deemed not to be acceptable/meet specifications.

### 39. WARRANTY/MAINTENANCE (Buses)

Upon Acceptance of Buses by an Authorized User, and to ensure the maximum safety, protection and satisfaction to any Authorized User, and to their passengers, Contractor agrees that any new Bus shall be provided with an initial 1-year/50,000-mile (whichever comes first) bumper-to-bumper new vehicle warranty ("Warranty"), as follows: Warranty is to include all Buses and integral and peripheral components, materials, parts, assemblies and subassemblies e.g., body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater and air conditioning, etc. necessary to keep Bus in good operating condition and preserve its operating efficiency in accordance with all OEM technical specifications and operating standards. The rights and remedies provided herein are in addition to and do not limit those available to any Authorized User by any other Contractual provision, or as provided in law.

Warranty/Maintenance repairs shall be made onsite at the Authorized User's location. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75.

Warranty/Maintenance excludes the following normal wear items: tires, filter, and wiper blades, light bulbs (including headlamp assemblies), seals and gaskets, oil filters, air filters, fuel filters, bushings, belts, brake linings and brake drums. Selected optional component equipment e.g., cameras, radios, GPS, etc., may be provided with a separate Warranty/maintenance provision, but such Warranty/maintenance shall be provided solely in accordance with the pricing schedule, attached hereto.

Warranty/Maintenance of Buses shall not include any work that is external to the Bus, the furnishing of supplies, or adding or removing accessories, attachments, or other equipment that is not provided under this Contract. Maintenance of Bus also shall not include repair of damage that is the direct result from the operational use by the Authorized User or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall not be responsible for the cost of any Warranty/Maintenance repair due to the direct result of an Authorized User's intentional failure to properly use, maintain, and care for the Products as outlined in the documentation or manuals provided by the Contractor. Authorized Users are advised to maintain copies of all maintenance records and receipts for review by the Contractor.

All Warranty/Maintenance services to be performed on Buses shall be performed by qualified OEM-certified technicians to perform such services. Normal warranty work (other than that work required to be performed by sub-suppliers) will be performed by the Authorized User's maintenance department and reimbursed by GILLIG at the documented warranty labor rate of \$75. Authorized User's maintenance department and reimbursed by GILLIG at the

documented warranty labor rate of \$75. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

During the Bus pre-production meeting, the Contractor shall offer an Authorized User the option to purchase additional warranties, in accordance with all contractual provisions herein, and in accordance with pricing as delineated herein on Attachment A "Products and Pricing Schedule." This can only be purchased at the pre-production meeting.

In those instances where it is necessary for the Contractor to return a Bus for depot maintenance repair and support, the Contractor shall be responsible for towing costs. Only new standard part or parts equal in performance to new parts, and certified as OEM-acceptable replacement parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Authorized User. If the Equipment is out of service for more than seven consecutive calendar days, Contractor would then assist the Authorized User by specifically calling the vendors directly to get them better focused on resolving the Authorized User's issues to ensure the Bus is repaired and returned in good working order as soon as possible.

Nothing herein shall be construed to waive or limit any rights or remedies otherwise available to the Commonwealth or Authorized User under any other provisions herein, or in Code.

All Warranty/Maintenance services to be performed on Equipment shall be performed by qualified OEM-certified technicians to perform such services. The Commonwealth or any Authorized User reserves the right to require proof of certification prior to placing an order or performance of Services and at any time during the term of the Warranty/Maintenance period, and any subsequent renewal period thereafter.

#### **40. AUTHORIZED USER RESPONSIBILITIES DURING WARRANTY/MAINTENANCE**

- A. During any term of Warranty/Maintenance, Authorized User's staff shall not perform maintenance or attempt repairs to Buses except for routine preventative maintenance, and/or as authorized in writing by Contractor. Authorized User will refrain from performing any maintenance and/or repairs which could void OEM Warranties.
- B. The Authorized User shall permit Contractor access to Bus to be maintained, as agreed upon between the Contractor and Authorized User, subject to the Authorized User's site security policies.
- C. Upon request by Contractor, an Authorized User is to provide Contractor with storage space for spare parts and supplies, as needed, including any heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for use by Contractor's maintenance staff.
- D. The Authorized User shall maintain Buses and Equipment in accordance with all OEM and Contractor-furnished specifications, manuals, and documents, or as otherwise agreed upon in writing between the Contractor and an Authorized User.

#### **41. ENGINEERING CHANGES**

Contractor sponsored modifications to Buses and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of acceptance. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

#### **42. SUPPLIES**

Authorized charges may not include standard operational vehicle replacement supplies (e.g. tires, filters, belts, bulbs, etc.) unless such supplies are specifically identified in Schedule A, or as may be agreed upon by the Authorized User in advance in any duly executed order. All supplies used by the Authorized User shall conform to the Contractor's published specifications provided to the Authorized User upon Bus delivery or acceptance. At all times, an Authorized User reserves the right to acquire such supplies from any source of its choice, but such supplies are required to conform to all OEM or Contractor provided technical specifications and documentation. The provision of such supplies

from alternative sources by an Authorized User shall under no circumstances void Contractor responsibilities for Warranty/Maintenance, as described herein, or as may otherwise be provided by the Contractor to an Authorized User under this Contract.

**43. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**

By its signature on this Contract, Contractor certifies and warrants that its firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all Products/services specified or fulfill the requirements delineated herein.

**44. PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

**45. SUBCONTRACTS**

No portion of the work shall be subcontracted without prior written consent of the DGS/DPS Contract Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DGS/DPS Contract Manager the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

**46. INSURANCE**

By entering into this Contract, the Contractor certifies that it has and shall maintain the following insurance coverages. If any subcontractors are involved, then Contractor shall require that any subcontractor shall have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that both it and its subcontractors, if any, shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DPS of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

**47. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**

The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with Commonwealth agencies and all public bodies. The Contractor providing goods and/or services under this Contract to all Authorized Users shall participate in the eVA Internet eProcurement program by completing the

free eVA Vendor Registration. Contractor must register in eVA and pay the Vendor Transaction Fees specified below for all Order transactions.

Vendor transaction fees are determined by the date the original eVA Purchase Order is issued and the current fees are as follows:

For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, approximately 30 days after receipt of payment for the transit buses. Any adjustments (increases/decreases) will be handled through eVA Purchase Order changes.

For questions about eVA billing, contractors may call eVA Customer Care at 866-289-7367 or 804-371-2525, and selecting option 2, or emailing [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov).

#### 48. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or of any Authorized User shall be required to sign or execute any additional contract, license or other contractual document containing contractual terms and conditions. Any documents signed by persons other than the Director, DPS or his/her authorized designee shall have no validity or effect upon the Contract.

#### 49. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any Commonwealth or public officer or employee.

Upon request of the Commonwealth, Contractor shall provide any type of information the Authorized User deems relevant to the Contractor's integrity or responsibility to provide the Products and Services, described herein.

#### 50. ORDERS

The Contractor agrees that all purchases for a new Bus under the Contract by the Authorized Users shall be processed through eVA. Orders for a new Bus which are not processed through eVA are not authorized by this Contract. If the Contractor receives a non-eVA order that purports to be issued under this Contract, Contractor shall promptly notify the Commonwealth Authorized User that orders outside eVA are not made under this Contract and would require a separate competitive procurement process under the Virginia Public Procurement Act, and Contractor shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order that purports to be under this Contract but where the order has not been processed through eVA, the Contractor shall be in breach of this Contract, and shall notify DGS of the occurrence and shall reimburse DGS for all eVA fees that would have been generated by placement of the order in accordance with this Contract. Upon request by DGS, Contractor shall certify its compliance with this section.

Authorized Users may order Buses, Products, and Services from this Contract by any of the following methods:

- A. eVA: An eVA order issued for a new Bus by an ordering entity of the Commonwealth or Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

Authorized Users that are not Commonwealth Authorized Users that wish to utilize this Contract may use their own purchase order process, as long as reference is made to the contract number (i.e. Metropolitan Washington

Council of Governments [MWCOG] and members of MWCOG).

- B. Charge Card: As applicable, an Authorized User may use their p-card, or any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User. Contractor agrees that it shall not accept any Charge Card Order that exceeds the maximum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. (applies to maintenance, repair or services equipment under \$5,000).

This ordering authority is solely limited to issuing orders for goods and/or services available under this Contract.

Note: Contractor shall report all eVA orders received for new buses (only) which have been delivered and invoiced on their semiannual sales report as shown on Attachment B "VENDOR USAGE - SEMIANNUAL SALES REPORT."

#### 51. E-VERIFY PROGRAM

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any Authorized User of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any Authorized User of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

#### 52. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia* or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contract Manager and applicable Authorized User, are executing this Contract, or issuing any orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or Services to this Contract or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and *Prompt Payment Act* interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any order or support services hereunder.

#### 53. BREACH

A Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to deliver goods or services on time as previously agreed upon between Contractor and Authorized User (b) fails to comply with any other term of the order or this Contract and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth following Contractor's receipt of a Show Cause Notice identifying such

noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

#### **54. LATE DELIVERY PENALTY**

Delivery of Buses is required not later than 18 months after receipt of purchase order from all districts in the Commonwealth. For other Products and Services (i.e. repair parts, kits), delivery is 30 days after receipt of order. It is understood and agreed by the Contractor that time is of the essence in the delivery of Buses. In the event Buses are not delivered by the date specified and no acceptable substitute is provided, then there will be deducted, not as a penalty but as liquidated damages, the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, DGS/DPS may extend the time for performance of the Contract or delivery of buses herein specified, at DGS/DPS's sole discretion, for good cause shown.

#### **55. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia and any Authorized User, together with its officers, agents, and employees, from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any buses, Equipment, or materials of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the negligence of the Authorized User or to failure of the Authorized User to use the buses, Equipment, or materials in the manner already and permanently described by the Contractor on the Buses, Equipment, or materials provided.

#### **56. NON-APPROPRIATION**

All funds for payment of Products or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for items provided under this Contract, the Commonwealth or Authorized User will terminate this Contract for those Products or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, then the Commonwealth or Authorized User may terminate this Contract for Products or Services dependent on such federal funds, without further obligation.

#### **57. TERMINATION FOR CONVENIENCE**

The Commonwealth shall pay the Contractor for the cost of any work already performed, and any materials used, up to the point of notice. However, the Contractor must use all reasonable efforts to defray that cost by using the bus to fulfill another customer's outstanding order, selling to a different customer, returning materials, or any other available means. If the Contractor is able to defray that cost, but the Commonwealth has already paid the Contractor, the Contractor must reimburse the Commonwealth for the amount later defrayed.

**58. TERMINATION FOR DEFAULT**

In case of default by a Contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the Commonwealth may procure the articles or services from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. The Commonwealth will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the Commonwealth, a letter will be sent to the defaulted Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from the mailing list until the repayment has occurred. However, in the case of default, this Contract may be canceled at any time without the contractor's consent. The Commonwealth also reserves the right to cancel all contracts with any Contractor who fails to perform for any one contract.

**59. FINAL INSPECTION**

At the conclusion of any Services performed, Product delivered, or for any Equipment returned under Warranty/Maintenance from the Contractor, manufacturer or depot service, or repair or replacement, the Contractor shall demonstrate to the Authorized User's representative that the Services have been fully completed or the Product is fully operational and in compliance with OEM or contract specifications, requirements, and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of Product or of Services provided to the Authorized User.

**60. SALES AND SUPPORT SERVICE**

The Commonwealth anticipates that this will be a high volume usage contract. The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to assist users, address problems, e-procurement concerns and other matters. The Contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

As necessary, Contractor shall improve their world class customer support and account management processes by adding new sales representatives, raising their quality assurance inspections per vehicle and hiring new staff engineers.

**61. KITS**

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GILLIG LLC

BY: J Polcarpio

NAME: JOSEPH POLICARPIO  
Printed

TITLE: VICE PRESIDENT SALES

DATE: MAY 28, 2020

COMMONWEALTH OF VIRGINIA

BY: Dennis M. Donahue

NAME: Dennis M. Donahue  
Printed

TITLE: CONTRACT MANAGER

DATE: MAY 28, 2020

**ATTACHMENT A**

**PRODUCTS AND PRICING SCHEDULE**

CONTRACT E194-75548 MA2274  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GILLIG, LLC

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-75548 MA2274 between the Commonwealth of Virginia and Gillig LLC in the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

Contractor agrees to meet the requirement stated in the Commonwealth's RFP #E194-193, Section III, entitled "Statement of Needs," including all Products and Services, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of Buses and all other Products and Services as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

**I. LISTING OF PRICING OF PRODUCTS AND SERVICES (ref end of contract)**

**II. LOGISTICS**

**A. Buses**

All Bus orders shall be delivered F.O.B. Destination. Prices include all standard freight costs.

**B. Small Package Maintenance & Repair Parts (as applicable)**

All maintenance and repair parts shall be delivered F.O.B. Destination.

Prices shall include all standard freight cost. Additional shipping charges for rush, over-size, special orders or shipments made outside of the Commonwealth may be the responsibility of the Authorized User. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the Authorized User prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum name, Authorized User, address, and purchase order number (as applicable). A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and Authorized User contact (as applicable).

No minimum order limits apply.

Special order products or products ordered incorrectly by the Authorized User may incur a restocking fee if required by the manufacturer.

Products judged by the Authorized User to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Authorized User's discretion. The Contractor shall be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

### III. **REPORTING REQUIREMENTS**

Reports are due semiannually for periods ending June 30 and December 31—for all delivered and invoiced Products and Services.

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The Authorized User or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

#### **VENDOR USAGE SEMIANNUAL SALES REPORT**

A. On a semiannual basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported period (June 30th and December 31st). If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All semiannual reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Manager.

Failure to submit information in the required format and time may result in cancellation of the awarded contract (ref. Attachment B: VENDOR USAGE - SEMIANNUAL SALES REPORT).

B. On a semiannual basis, Contractor and Commonwealth will have a brief discussion regarding contract compliance, sales and any customer service issues. Discussion may include FTA changes, new products, technology and innovation forthcoming. Contractor shall provide as requested by the Commonwealth.

### IV. **INVOICING AND PAYMENT**

#### **A. Invoices**

As applicable, all invoices shall be rendered promptly to any Authorized User after all Products and/or Services covered by the invoice have been provided. The Contractor shall invoice for Buses when they are shipped from the Gillig manufacturing plant; all other Products and Services shall be invoiced monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Products and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

#### **B. Methods of Payment**

- i. Payment will be made in thirty (30) days or (45) days (as appropriate) after receipt of Products and/or Services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address

designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.

- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment (applies to maintenance, repair or services equipment under \$5,000).
- iii. Payment may be made by any other duly authorized official payment method as mutually agreed upon between any Authorized User and the Contractor for maintenance, repair or services equipment under \$5,000.

**C. Credit (Equipment)**

Contractor shall accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor shall act as an advocate in all instances.

**V. DGS POINTS OF CONTACT**

**Contract Administration/Compliance**

Dennis M. Donahue, Contract Officer  
1111 East Broad Street  
Richmond, VA 23218  
Tel.: 804-786-5410  
Fax: 804-786-5413  
Email: [dennis.donahue@dgs.virginia.gov](mailto:dennis.donahue@dgs.virginia.gov)

**eVA Customer Care**

Hours: 8:00 AM – 4:45 PM (Eastern) M-F  
Toll Free: 866-289-7367  
Outside US: 804-371-2525  
Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

**VI. CONTRACTOR POINTS OF CONTACT**

**Primary Contact/ Invoice Questions**

James Ryan, Sales  
Gillig, LLC  
451 Discovery Drive  
Livermore, CA 94551  
Tel.: 510-325-6958  
Fax: 510-785-6819  
Email: [jim.ryan@gillig.com](mailto:jim.ryan@gillig.com)

**VII. FTA / APTA REQUIREMENTS**

For Buses delivered to Authorized Users under this Contract, Contractor shall be in compliance with the following, or any then-current, requirements established by the Federal Transit Administration (FTA) and the American Public Transportation Association (APTA), and as published on the FTA's and APTA's current website, or any-then current website existing during the term of this Contract. Examples of current requirements\* are noted below.

(\*Source: APTA Standard Bus Procurement Guidelines RFP, Section 5: Federal Requirements, Published May 2013. Website: <http://www.apta.com/resources/reportsandpublications/Pages/BusParatransit.aspx>)

- R 1. Access to Records
  - FR 1.1 Local Governments
  - FR 1.2 State Governments
- FR 2 Federal Funding, Incorporation of FTA Terms and Federal Changes
- FR 3 Federal Energy Conservation Requirements
- FR 4 Civil Rights Requirements
- FR 5 No Government Obligation to Third Parties
- FR 6 Program Fraud and False or Fraudulent Statements or Related Acts

- FR 7 Suspensions and Debarment
- FR 8 Disadvantaged Business Enterprise (DBE)
- FR 9 Clean Water Requirements
- FR 10 Clean Air Requirements
- FR 11 Compliance with Federal Lobbying Policy
- FR 12 Buy America (FTA issued On September 1, 2016, policy guidance on phased increase in domestic content for manufacturers)
- FR 13 Testing of New Bus Models
- FR 14 Pre-Award and Post-Delivery Audits
- FR 15 Cargo Preference
- FR 16 Fly America
- FR 17 Contract Work Hours and Safety Standards Act

**ATTACHMENT A**

**(Bus & Trolley Prices attached)**

ATTACHMENT A  
**PRICING SCHEDULE**

Low Floor Transit Buses 30,35,40,60 ft.

Vendor Name: GILLIG LLC  
 Manufacturer: GILLIG LLC  
 Model: LOW FLOOR BUS  
 Length /Size: 30'

(Part 1 below) Base Bus, Standard Features - offerers shall list description of standard base bus OFFERED to include features below (A thru I) (Part 2 below) Base price & quantity discounts (Part 3 below) Additional Options, Upgrades - offerers shall list equipment on bus offered and complete section fully.

PART 1, BASE BUS, STANDARD FEATURES		New 2020, or current model year.		
A) Model Year		2021		
B) Engine (i.e. diesel) / HP		L9/280HP		
C) Transmission		D864.6		
D) Seating Capacity		23		
E) Doors		FRONT & REAR		
F) Wheelchair Locations		(2) STREETSIDE		
G) Weight		30,000 LB GVWR		
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)		
I) Brakes		DRUM		

PART 2, BASE BUS PRICE		Purchase Qty ----- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus		\$400,602.00	\$400,602.00	\$400,602.00	\$400,602.00	\$400,602.00
Less discount for volume level		N/A	N/A	N/A	N/A	N/A
Net Price		\$400,602.00	\$400,602.00	\$400,602.00	\$400,602.00	\$400,602.00
(discount %)		N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

ATTACHMENT A  
**PRICING SCHEDULE**

Low Floor Transit Buses 30,35,40,60 ft.

Vendor Name: GILLIG LLC  
 Manufacturer: GILLIG LLC  
 Model: LOW FLOOR BUS  
 Length /Size: 35'

*(Part 1 below) Base Bus, Standard Features - offerers shall list description of standard base bus OFFERED to include features below (A thru I) (Part 2 below) Base price & quantity discounts (Part 3 below) Additional Options, Upgrades - offerers shall list equipment on bus offered and complete section fully.*

PART 1, BASE BUS, STANDARD FEATURES		New 2020, or current model year.	
A) Model Year		2021	
B) Engine (i.e. diesel) / HP		L9/280HP	
C) Transmission		D864.6	
D) Seating Capacity		31	
E) Doors		FRONT & REAR	
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE	
G) Weight		39,600 LB GVWR	
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)	
I) Brakes		DRUM	

PART 2, BASE BUS PRICE	Purchase Qty ----- >				
		1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$407,030.00	\$407,030.00	\$407,030.00	\$407,030.00	\$407,030.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A
Net Price	\$407,030.00	\$407,030.00	\$407,030.00	\$407,030.00	\$407,030.00
(discount %)	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades <i>(list Top 15 most requested Options)</i>				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

ATTACHMENT A  
**PRICING SCHEDULE**

Low Floor Transit Buses 30,35,40,60 ft.

Vendor Name: GILLIG LLC  
 Manufacturer: GILLIG LLC  
 Model: LOW FLOOR BUS  
 Length /Size: 40'

(Part 1 below) Base Bus, Standard Features - offerers shall list description of standard base bus OFFERED to include features below (A thru I) (Part 2 below) Base price & quantity discounts (Part 3 below) Additional Options, Upgrades - offerers shall list equipment on bus offered and complete section fully.

PART 1, BASE BUS, STANDARD FEATURES		New 2020, or current model year.		
A) Model Year		2021		
B) Engine (i.e. diesel) / HP		L9/280HP		
C) Transmission		D864.6		
D) Seating Capacity		38		
E) Doors		FRONT & REAR		
F) Wheelchair Locations		(1) STREETSIDE & (1) CURBSIDE		
G) Weight		39,600 LB GVWR		
H) Alternate Fuel Options		DIESEL, CNG, HYBRID (SEE ATTACHED PRICING)		
I) Brakes		DRUM		

PART 2, BASE BUS PRICE		Purchase Qty ----- >	1 to 5	6 to 10	11 to 15	16 +
Base Price / Per Bus	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00
Less discount for volume level	N/A	N/A	N/A	N/A	N/A	N/A
Net Price	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00	\$411,585.00
(discount %)	N/A	N/A	N/A	N/A	N/A	N/A

PART 3, Additional Options, Upgrades (list Top 15 most requested Options)				
Description	Order Code	Price	Discount %	Net Price
SEE BASE EQUIPMENT & ALTERNATIVES PRICE SHEET				
Percent discount on all other options not listed above =	NA %			

**Optional Add-ons**

<b>PROPULSION</b>	
Cummins '17 ISL 280HP Diesel Engine with Voith D864.6 Transmission	<b>BASE</b>
Philips Temro Block Heater	\$132.00
<b>CNG SYSTEM</b>	
	<b>Additional Cost Over Base Diesel Bus Price</b>
Cummins L9N 280 HP, with (4) 85" & (4) 120" Type IV Fuel Tanks (21,664 SCF)	\$57,896.00
Cummins L9N 280 HP, with (8) 85" Type IV Fuel Tanks (17,608 SCF/est.450mi)	\$53,907.00
Cummins L9N 280 HP, with (8) 120" Type IV Fuel Tanks (25,664 SCF/est.705mi) 35'/40' only	\$62,763.00
Add Second Fast Fuel Fill to Low Mount Position	\$883.00
Manual Fuel Tank Shut-Off Valves	<b>BASE</b>
<b>ELECTRIC HYBRID DRIVE SYSTEM</b>	
	<b>Additional Cost Over Base Diesel Bus Price</b>
Allison H40EP Parallel Electric Drive System with Vanner HBA	\$246,829.00
BAE Series HybriDrive System APS1 (NA for 30')	\$213,233.00
BAE Series HybriDrive System APS2 (NA for 30')	\$224,080.00
Electric Hydraulic Pump	Quote
Electric Air Compressor	Quote
CERTPLUS Allison H40EP	Quote
<b>STYLING PACKAGES (base bus does not include bonded windows)</b>	
Standard Low Floor Front Cap, Rear Cap and Engine Door Styling	<b>BASE</b>
BRT Front Cap Styling Only	\$10,620.00
BRT Front Cap, Rear Cap and Engine Door Styling	\$14,374.00
BRT <i>PLUS</i> Front Cap, Rear Cap, Roof Line and Engine Door Styling	\$20,197.00
BRT Roof Fairings, Front or Rear (each)	\$1,356.00
<b>OIL SYSTEM</b>	
Cummins Supplied Fleetguard	<b>BASE</b>
Spinner II Auxiliary Filter	\$1,010.00
Titan Probalizer OD-1014 Extraction Port (per fitting)	\$48.00
Femco Auto Drain	\$74.00
<b>COOLING SYSTEM</b>	
Modine E-Cool Electric Cooling System without E-Coat	<b>BASE</b>
EMP Electric Cooling System without E-Coat	\$2,365.00
Add E-Coat to Diesel or CNG	\$904.00
Add E-Coat to Hybrid	\$1,485.00
Radiator Tank Guard	\$278.00
Radiator Tank Guard, with Splash Shield	\$416.00

<b>ALTERNATOR</b>	
Niehoff C803 (500 Amp for Electric Radiator)	<b>BASE</b>
EMP (450 Amp for EMP Electric Radiator)	\$0.00
Delco 50-DN+ (450 Amp for Electric Radiator)	N/A
<b>TRANSMISSION</b>	
Voith D864.6	<b>BASE</b>
Allison B400R, GEN IV	\$3,923.00
Allison B3400R, xFE	\$4,799.00
Allison Fuel Sense Software	Quote
ZF 6AP1400 ECOLIFE	\$1,705.00
Femco Auto Drain	\$74.00
KP Push Button	\$63.00
Transmission Temperature Gauge (Dash or Rear Run Box)	\$54.00
Keyed Transmission Lockout Switch on Dash	\$381.00
<b>AXLE HUBS &amp; SEALS</b>	
Hub Piloted Wheels	<b>BASE</b>
Axles with Grease Seals (per axle)	<b>BASE</b>
Axles with Chicago Rawhide Oil Seals	\$0.00
Synthetic 75W90 Gear Oil for Rear Axle	\$203.00
<b>HUBODOMETER</b>	
Data Trac Pro 600-9999	\$91.00
Engler (Stemco) Mechanical without Tenths and without Guard	\$85.00
Veeder Root Mechanical without Tenths and without Guard	\$78.00
S & A Fleetwatch 392 Electronic	\$473.00
Hubodometer Guard	\$136.00
<b>BRAKES</b>	
S-Cam Drum Brakes with Wabco ABS System	<b>BASE</b>
Automatic Traction Control	\$116.00
Disc Brakes with Wabco ABS System	\$3,477.00
MGM E-Stroke Brake Monitoring System for Drum Brakes	Quote
MGM E-Stroke Brake Monitoring System for Disc Brakes	Quote
<b>WHEELS/TIRES</b>	
(6) Powder Coated White Steel Wheels	<b>BASE</b>
(6) Brushed Finish Aluminum Wheels	\$1,759.00
(6) Full Polished Finish Aluminum Wheels	\$2,260.00
Bendix Tire Pressure Monitoring System	\$1,000.00
(6) Contractor Supplied Tires	Quote
<b>STEERING SYSTEM</b>	
Douglas Steering Column (Standard Steering Column)	<b>BASE</b>
TRW Easy Steer, Electric Assisted Steering Column	\$2,706.00
VIP Textured Steering Wheel	\$79.00
<b>FUEL SYSTEM</b>	
Emco Wheaton Posi Lock 105 (Flip Cap or Twist Cap)	<b>BASE</b>
Standard Gravity Fuel Fill	(\$296.00)
Dual Fill (Curbside and Streetside) with Emco Wheaton Posi Lock 105	\$1,081.00
Dual Fill (Curbside and Streetside) with Standard Gravity Fill	\$834.00
Standard 120gal (35' / 40') or 75gal (29' LF) Net Useable Fuel Tank	<b>BASE</b>
80 gal Net Useable Split Fuel Tanks (29' LF with No Rear Door)	\$1,377.00
Davco Fuel Pro 384, Heated	\$695.00
Diesel Fuel Gauge on Dash	\$186.00

<b><u>REAR RUN BOX</u></b>	
Electrical Gauges - Engine Oil and Coolant Temp	<b>BASE</b>
Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature (IPO Electric)	\$64.00 Each
Delete Gauges	(\$54.00) Each
Rear Hand Throttle Control	\$156.00
<b><u>AIR SYSTEM</u></b>	
SKF, HCT-2000 Air Dryer	<b>BASE</b>
Kingston Auto Drain Valve at Ping Tank	<b>BASE</b>
Cole Hersee #12063 Electrical Tow Connector	\$183.00
Curbside Rear Kneeling	\$568.00
<b><u>FRAME</u></b>	
Engine Skid Protection w/Extended Tow Eyes	\$140.00
Engine Skid Protection w/Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	\$408.00
<b><u>BATTERIES</u></b>	
(4) DEKA Group 31 Top Post Connections	<b>BASE</b>
(2) DEKA 8D Side Lug or Top Post Connections	(\$241.00)
(2) AGM Glass Matt 8D Side Lug or Top Post Connections	\$294.00
(4) AGM Glass Matt Group 31 Top Post Connections	\$980.00
KBI Super Capacitor With (2) DEKA Group 31 Batteries	\$5,043.00
(1) Anderson 350 Jump Start Connector Located In Battery Box	\$95.00
(1) Anderson 350 Jump Start Connector Located In Engine Compartment	\$161.00
<b><u>WHEELCHAIR LIFT / RAMP</u></b>	
Lift-U Ramp (LU-18), Front Door	<b>BASE</b>
Lift-U Ramp (LU-18), Rear Door (Requires 48" Rear Door Selection) N/A w/29'	\$4,193.00
Ricon SSR (6:1) Fold Over	\$555.00
Reinforced A-Post Skid Plates (Per Side)	\$72.00
<b><u>HEATING / AIR CONDITIONING</u></b>	
TK T-14 w/X426 or X430, EBM Brushless Motors	<b>BASE</b>
TK T-14 w/S391	\$868.00
TK T-14 w/S616	\$1,888.00
TK T-14   TK T-14 with Permanent Magnet Motors	(\$2,477.00)
TK All-Electric HVAC - Diesel, CNG & Allison H40EP Hybrid	\$16,684.00
TK All-Electric HVAC - Hybrid (BAE APS 2)	\$1,893.00
TK Pressure and Return Display Mounted to Unit	<b>BASE</b>
Delete TK Pressure and Return Display Mounted to Unit	(\$310.00)
MCC RM35 w/O5G, Brushless Motors	(\$3,257.00)
<b><u>DRIVERS HEATERS &amp; ADDITIONAL PASSENGER HEATERS</u></b>	
MCC Drivers Heater - Brushless Motor, Fresh Air Intake, Left Foot Vent, 1/4 Turn Valves	<b>BASE</b>
MCC Drivers Heater - Brush Motor, Left Foot Vent, 1/4 Turn Valves	(\$419.00)
Front Stepwell Threshold Heater - MCC with Brushless Motor	\$351.00
Streetside Underseat Heater - MCC with Brushless Motor	\$380.00
Streetside Underseat Heater Mtd in Theater Step - MCC with Brushless Motor	\$497.00
Curbside Rear Stepwell Heater - MCC with Brushless Motor	\$476.00
<b><u>AUXILIARY COOLANT HEATER</u></b>	
No Auxiliary Coolant Heater Installed	<b>BASE</b>
Spheros Model Thermo 230 (80,000 btu) Coolant Heater	\$2,696.00
Proheat Model X45 (45,000btu) Coolant Heater	\$2,696.00
Proheat Model M80 (80,000btu) Coolant Heater	\$2,895.00
<b><u>DRIVER'S AUXILIARY FAN &amp; DASH AREA</u></b>	
Add (1) Drivers Fan Mounted to Dash	\$97.00

<b>REAR DOOR</b>	
34" Rear Door - Air Open / Spring Close (Full Driver's Control)	<b>BASE</b>
Delete Rear Door	(\$1,410.00)
48" or 56" Rear Door (Requires Air Open / Air Close Door)	\$2,821.00
Vapor CLASS Control with Green LED Lamp (34" Door)	\$5,865.00
Vapor vTouch Electronic Touch Bars with Green LED Lamp (34" Door)	\$791.00
Vapor Electric Doors (40" front / 34" rear) Electric Open / Electric Close (Full Driver's Control)	\$4,918.00
Exterior Air Release Front Door Control Valve	\$177.00
<b>ELECTRICAL EQUIPMENT CABINET</b>	
44" Tall with Key Lock and (2) 5/16" Square Key Locks	<b>BASE</b>
44" Tall (33') with Key Lock and (2) 5/16" Square Key Locks & 11" Drivers Storage	\$131.00
Storage Box on Curbside Forward Wheel Well (8.25"H x 20"W x 13"D)	\$510.00
<b>ADVERTISING FRAMES - EXTERIOR</b>	
Exterior, None	<b>BASE</b>
Exterior, 21" X 40", Front Clear or Black Anodized, Powder Coated	\$190.00
Exterior, 30" X 88", Curbside or Streetside	\$308.00
Exterior, 30" X 144", Clear or Black Anodized, Powder Coated	\$363.00
Exterior, 21" X 72", Rear	\$245.00
<b>ADVERTISING FRAMES - INTERIOR</b>	
Interior, Innocom Schedule Racks 3.75" X 7" X 1.5"	\$18.00 Each
Interior, 22" X 21", Black, RH Load, Open Back	\$180.00
<b>PASSENGER SEATING</b>	
4ONE Gemini	<b>BASE</b>
Thermoplastic Grabhandles	<b>BASE</b>
Fiberglass (Non-Padded) Cosmetic Seat Inserts	<b>BASE</b>
4ONE Aries	Quote
4ONE Angel Seats	N/A
4ONE CitiPro	Quote
4ONE CitiSeats	Quote
AMSECO Metropolitan	N/A
AMSECO Insight	Quote
Add FTA Docket 90A	Quote
<b>DRIVERS SEAT</b>	
USSC 9100ALX with Headrest and 2-Point Lap Belt	<b>BASE</b>
Recaro Ergo Metro with Headrest and 2-Point Belt	\$24.00
Add Seat Cushion Alarm to Recaro Ergo Metro	\$130.00
Add RH Armrest to Recaro Ergo Metro	\$127.00
Add 3-Point Black Lap & Shoulder Belt	\$244.00
Add 3-Point Orange Lap & Shoulder Belt	\$244.00
Add Adjustable D-Ring	\$265.00
Add Seat Belt Alarm to USSC 9100ALX	\$48.00
Add Seat Cushion Alarm to USSC 9100ALX	\$173.00
Add RH Armrest to USSC 9100ALX	\$53.00
<b>WHEELCHAIR SECUREMENT</b>	
4ONE J2-VPRO	<b>BASE</b>
AMSECO - A.R.M. System	<b>BASE</b>
AMSECO - Dual Autolok	Quote
Q'Pod Assembly	Quote
<b>PASSENGER SIGNALS</b>	
Touch Tape on Window Mullions	<b>BASE</b>
Pull Cords (Neutral or Yellow) with Touch Pad at Wheelchair Location	(\$746.00)
Stop Request Button at Rear Door Stanchion	\$68.00
Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$38.00

<b><u>DRIVER'S BARRIER</u></b>		
Wrap Around Fiberglass (35' / 40' Low Floor)		<b>BASE</b>
Wrap Around Fiberglass with (3) Schedule Rack Cutouts (35' & 40' Only)		\$67.00
Arrow Driver's Barrier W/ Extended Glass (MV3080-0139)		\$5,240.00
Arrow Driver's Barrier W/O Extended Glass (MV308-0018)		\$4,988.00
GILLIG Plexiglass Driver's Partition		\$893.00
Flat Melamine, One Piece (29' Only)		<b>BASE</b>
<b><u>STANCHIONS &amp; GRAB RAILS</u></b>		
Powdercoated Yellow Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes		<b>BASE</b>
SSTL Door Handles, Vertical Stanchions, Hand Rails & Modesty Panel Tubes		\$0.00
Modesty Panel Forward of Exit Door		\$233.00
Powdercoated Vertical Stanchions Only		\$0.00
Vinyl Grab Straps (each)		\$21.00
SSTL Spring Loaded Grab Handle (each)		\$134.00
<b><u>WINDOWS</u></b>		
Arow Global Standard Frame - Full Fixed		<b>BASE</b>
Arow Global Standard Frame - Full Slider		\$4,040.00
Arow Global Standard Frame - Transom		\$1,894.00
Arow Global Hidden Frame/Bonded - Full Fixed		\$4,420.00
Arow Global Hidden Frame/Bonded - Transom		\$7,310.00
Dura Standard Frame - Full Fixed		\$1,422.00
Dura Standard Frame - Full Slider		\$3,558.00
Dura Standard Frame - Transom		\$3,373.00
Dura Hidden Frame/Bonded - Full Fixed		\$2,724.00
Dura Hidden Frame/Bonded - Transom		\$8,911.00
<b><u>HEADLAMPS</u></b>		
Dual (4) Halogen Headlights		<b>BASE</b>
(2) Dialite LED Headlights (Low Beam Only)		\$631.00
(4) Dialite LED Headlights (High & Low Beam)		\$1,192.00
Dinex STAR LED Headlight System (Low Beam Only)		\$772.00
<b><u>AUXILIARY EXTERIOR LAMPS</u></b>		
(4) 4" Round LED Tail Lights		<b>BASE</b>
(2) 4" Round Red LED Brake Lamps Mounted to Bottom of HVAC Door		<b>BASE</b>
7" Round LED Tail Lights IPO 4"		\$0.00
(1) Red LED "STOP" Sign Mounted to Bottom of HVAC Door		\$471.00
(2) 4" Round Amber LED Turn Lamps Mounted to Top of HVAC Door		\$109.00
(1) Triangle Style Amber LED Yield Sign Mounted on Streetside of HVAC Door		\$652.00
(2) Additional Turn Signals Mounted On Each Side Of Bus (Total 4 Per Side)		\$126.00
<b><u>PLEASURE RADIO</u></b>		
None		<b>BASE</b>
REI AM/FM/CD/MP3-USB/SD PLAYER,		\$412.00
<b><u>COMMUNICATION RADIO SYSTEM</u></b>		
NONE		<b>BASE</b>
Gillig Provide Power Circuit and Antenna Cable Only		<b>BASE</b>
Customer Specific 2-Way Radio System		Quote to Spec
(1) Driver's Speaker		<b>BASE</b>
<b><u>PUBLIC ANNOUNCEMENT SYSTEM</u></b>		
REI Model 750040 PA System		<b>BASE</b>
Clever Devices Speak Easy II		\$1,237.00
<b><u>INTELLIGENT VEHICLE SYSTEM</u></b>		
<i>(On-Board Hardware Only)</i>		
NONE		<b>BASE</b>
Customer Specified ITS System		Quote to Spec
Add Event Data Recorders (EDR)		Quote to Spec

<b>DESTINATION SIGNS</b>	
Hanover 100% Amber LED Front & Curbside Signs	<b>BASE</b>
Add Hanover Amber LED Dash Sign	\$775.00
Add Hanover Amber LED Rear Sign	\$956.00
Luminator Gen 4 SMT 100% Amber LED Front & Curbside Signs	\$566.00
Add Luminator Gen 4 SMT 100% Amber LED Dash Sign	\$644.00
Add Luminator Gen 4 SMT 100% Amber LED Rear Sign	\$814.00
Twin Vision SS3 100% Amber LED Front & Curbside Signs	\$566.00
Add Twin Vision SS3 100% Amber LED Dash Sign	\$644.00
Add Twin Vision SS3 100% Amber LED Rear Sign	\$814.00
Heated/Defroster for Front Sign Glazing	<b>BASE</b>
Delete Heated/Defroster for Front Sign Glazing	(\$136.00)
<b>FARE COLLECTION</b>	
No Farebox, Gillig provided Power Circuit & Grounding Strap	<b>BASE</b>
Farebox Guard	\$203.00
GFI 41" High Odyssey	Quote to Spec
GFI Cents-A-Bill with TRIM Unit	Quote to Spec
Diamond Model RV with Spare Vault	\$2,820.00
Diamond Model H with Spare Vault	\$1,398.00
Diamond Model SV with Spare Vault	\$1,737.00
Denominator Manual Passenger Counter (Rows X Tallies X \$32)	Quote to Spec
Globe 60090 Transfer Cutter (each)	\$68.00
LED Fare Box Lamp, Ceiling Mounted	<b>BASE</b>
Delete LED Fare Box Lamp, Ceiling Mounted	(\$76.00)
<b>FLOORING</b>	
Green Wood Plywood with RCA Rubber Flooring	<b>BASE</b>
Altro Transflor	\$529.00
Full Composite Flooring	\$2,661.00
<b>ROOF HATCHES</b>	
Rear Transpec Manual Open/Close Hatch	<b>BASE</b>
Add Second Transpec Manual Hatch at Forward Position	\$344.00
Electric Roof Hatch w/ Driver Control (per position)	\$536.00
Upgrade Hatch to Transparent Skylight Hatch (per position, manual hatch only)	\$112.00
<b>EXTERIOR MIRRORS</b>	
B&R 10"x11", 1 Piece Flat Faced, Manual Streetside/Remote Curbside, Non-Heated	<b>BASE</b>
Turn Signal Indicator On Outboard Edge Of Mirror Head (if available) Per Side	\$109.00
<b>ELECTRICAL / MULTIPLEXING</b>	
I/O Controls, Dinex G3 System	<b>BASE</b>
<b>DRIVERS SUN SHADES</b>	
Roller Style with Pull Cord Release	<b>BASE</b>
<b>FIRE SUPPRESSION &amp; METHANE DETECTION</b>	
Amerex V25 System Fire Suppression System (Diesel, CNG & Hybrid)	<b>BASE</b>
Amerex Safety Net Fire Suppression & Methane Detection System (CNG Only)	\$2,155.00
Fogmak/Fogmaker Fire Suppression System	\$391.00
Delete Amerex V25 System Fire Suppression System (Diesel Only)	(\$1,953.00)
<b>SURVEILLANCE CAMERA SYSTEMS</b>	
REI HD8000, (6) Color Cameras, DVR & Audio	Quote to Spec
Safety Vision SVR 4108, (6) Color Cameras, DVR & Audio	Quote to Spec
UTC Penta, Color Cameras, DVR & Audio	Quote to Spec
Seon Explorer TX8, Color Cameras, DVR & Audio	Quote to Spec
Apollo Road Runner, Color Cameras, DVR & Audio	Quote to Spec

<b><u>BICYCLE RACKS</u></b>	
Not Required	<b>BASE</b>
Sportworks DL2, Two Bikes, Stainless Steel	\$1,462.00
Sportworks DL2, Two Bikes, Black Powdercoated	\$1,106.00
Byk-Rak, Two Bikes, Stainless Steel	\$1,305.00
Bike Rack Deployed Indicator Lamp on Driver's Dash	\$32.00
Mounting Brackets and Pivot Plate Only	\$274.00
Bike Rack Mounted Advertising Frame, 21" X 40"	\$297.00
<b><u>SAFETY EQUIPMENT</u></b>	
Fire Extinguisher and Safety Triangle Kit	<b>BASE</b>
Twenty Four Unit First Aid Kit	<b>BASE</b>
Blood Borne Pathogen Kit	<b>BASE</b>
Wheel Chocks (Per Set)	\$38.00
<b><u>DRIVER'S DASH</u></b>	
Air Pressure & Speedometer	<b>BASE</b>
Diesel Exhaust Fluid (Required for Diesel and Hybrid)	<b>BASE</b>
Hill Holder Toggle Switch	\$109.00
Additional Gauges (each)	\$54.00
Diesel Fuel Gauge	\$186.00
I/O Multi Function Display (MFD)	\$3,534.00
12v Power Port	\$120.00
Big Gulp Cup Holder	\$38.00
Euramatic Folding Style Cup Holder	\$27.00
Trash Bag Holder	\$81.00
<b><u>ACCELERATOR / BRAKE FOOT CONTROLS</u></b>	
Williams Controls 41 Degree Throttle / Brake Pedal (Non Adjustable)	<b>BASE</b>
Kongsberg Adjustable Throttle / Brake Pedal	\$1,225.00
<b><u>PAINT/DECALS</u></b>	
(1) Color	<b>BASE</b>
Add Each Paint Pass	\$1,020.00
Add Clear Coat	\$922.00
Custom Paint and/or Decal Design	Quote to Spec
Gillig Provide Design Services for Paint/Decal Layout	\$542.00
<b><u>BUS NUMBERS</u></b>	
(4) 4" Black 3M Exterior Numbers	<b>BASE</b>
(2) 4" Black 3M Interior Numbers	<b>BASE</b>
Roof Numbers (Up to Four 24" High Decals)	\$136.00
<b><u>EXTENDED WARRANTIES</u></b>	
L9 Extended Engine Coverage (3 Years/300,000 Miles)	\$6,142.00
L9N Extended Engine Coverage (3 Years/300,000 Miles)	\$8,411.00
B6.7 Extended Engine Coverage (3 Years/300,000 Miles)	\$5,202.00
Allison B400R Extended Transmission Coverage (3 Years/UNL Miles)	\$2,967.00
Voith Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,288.00
ZF Extended Transmission Coverage (3 Years/300,000 Miles)	\$2,929.00
Allison Hybrid ETC Coverage (3 Years/300,000 Miles)	\$20,959.00
BAE HybriDrive Extended Coverage (3 Years/300,000 Miles)	\$15,964.00
Standard Structure & Corrosion Warranty (7 Years/350,000 Miles)	(\$266.00)

<b>TROLLEY PACKAGE OPTIONS (Additional Cost Over Base Bus Price)</b>	
<b>DELIVERY: Delivery is to be quoted at time of order placement for all Trolley Package Options due to the order size and make up.</b>	
Base Package (Diesel) - 30'	\$66,709.00
Base Package (Diesel) - 35'	\$74,966.00
Base Package (Diesel) - 40'	\$83,595.00
Roof Cupola Assembly	INCLUDED
Solid Brass SF Cable Car Bell	INCLUDED
<u>Exterior Wood Like Trim Installed On:</u> Cupola, Front & Rear Overhang Eaves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper. Reference Layout.	INCLUDED
<u>Interior Trim Includes Solid American White Oak Trim on:</u> Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Light Panels, Driver's Dash Area.	INCLUDED
<u>Vintage Style Vinyl Graphics:</u> Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstriping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect Decal. Reference Layout	INCLUDED
Cow Catcher - 30'	\$3,293.00
Cow Catcher - 35'	\$3,293.00
Cow Catcher - 40'	\$3,293.00
Roof Accent LED Rope Lighting - 30'	\$3,293.00
Roof Accent LED Rope Lighting - 35'	\$3,416.00
Roof Accent LED Rope Lighting - 40'	\$3,538.00
Front Center Trolley Light - 30'	\$644.00
Front Center Trolley Light - 35'	\$644.00
Front Center Trolley Light - 40'	\$644.00
Exterior Roof Mounted Sign Boards (CS & RS) - 30'	\$3,931.00
Exterior Roof Mounted Sign Boards (CS & RS) - 35'	\$3,931.00
Exterior Roof Mounted Sign Boards (CS & RS) - 40'	\$3,931.00
Front Roof Hatch Accomodations - 30'	\$861.00
Front Roof Hatch Accomodations - 35'	\$861.00
Front Roof Hatch Accomodations - 40'	\$861.00
Allison H40EP Compatible Cupola Package - 30'	\$8,665.00
Allison H40EP Compatible Cupola Package - 35'	\$8,665.00
Allison H40EP Compatible Cupola Package - 40'	\$8,665.00
<b>WOODEN TROLLEY PASSENGER SEAT OPTIONS</b>	
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges. - 30'	\$16,073.00
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges. - 35'	\$14,262.00
Vintage Style Trolley Seating; Solid American White Oak Milled Wood Slats, Bull Nose Top & Bottom Roundover Edges. - 40'	\$14,329.00
Interior Vinyl Seat Cushions - 30'	\$3,660.00
Interior Vinyl Seat Cushions - 35'	\$4,210.00
Interior Vinyl Seat Cushions - 40'	\$4,733.00

**ATTACHMENT B**

**VENDOR USAGE - SEMIANNUAL SALES REPORT**

TO  
CONTRACT E194- E194-75548 MA2274  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
GILLIG, LLC

(Sample Sheet)

Contract Number	
Vendor Name	
Report Preparer Name	
Contact E-mail	
Contact Phone	
Report Start Date	
Report End Date	

Instructions:

1. Enter the contract#, your company name, contact info, and the dates covered by this report above.
2. Fill in all the cells for each line-item purchased. Follow the example shown below.
3. Please ensure correct spelling of the Agency/Institution/Public Body and Division/Department

Total Sales for Reporting Period:           \$0.00          

Line #	Order Date	Purchase Order Number	Agency/Institution/Public Body	Contract Item # and Description	Quantity	Unit Price	Actual Price Extended with Options
1	6/1/2019	EP756651	Department of General Services	Low Floor Transit Bus, 30ft	1	\$392,618	\$392,618