



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
STANDARD CONTRACT

1111 East Broad Street  
RICHMOND, VA 23219

Contract Number E194- 81688 MA6462  
Between  
THE COMMONWEALTH OF VIRGINIA  
and  
GILLIG, LLC

**12 Year Low Floor Transit Buses**  
**Battery- Powered Electric**

This contract entered into this 1<sup>st</sup> day of July, 2019 by Gillig, LLC. called the "Contractor" and the Commonwealth of Virginia, Division of Purchases and Supply, called the "Purchasing Agency".

WITNESSETH that the Contractor and Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the above goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: July 1, 2019 through June 30, 2021 with three one-year renewal options

The contract documents shall consist of:

1. This signed form
2. The following portions of the Invitation for Bids #2712 "Electric Transit Buses, Low Floor, 12 Year Type" dated 3/11/19:
  - a) The Contractor's bid dated 4/15/19 and addenda all of which documents are incorporated herein
  - b) The General Terms and Conditions
  - c) The Special Terms and Conditions

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

GILLIG, LLC

COMMONWEALTH OF VIRGINIA

By: J Policarpio

By: Dennis M. Donahue

Name: JOSPEH POLICARPIO

Name: Dennis M. Donahue

Printed

Printed

Title: VICE PRESIDENT

Title: Contract Manager

Date: JUNE 18, 2019

Date: JUNE 24, 2019

*NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2 2-4343 1, or against a bidder because of race, religion, color, sex national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.*

1	DATE:	7/1/19
2	CONTRACT PERIOD:	7/1/19 thru 6/30/21
3	PURPOSE:	Contract Award
4	AUTHORIZED USERS:	Ref. Section 2
5	CONTRACTOR'S eVA VENDOR ID#:	E39326
6	CONTRACTOR:	Gillig, LLC
7	CONTRACTOR CONTACT:	Ref. Section 1
8	PAYMENT TERMS:	Net 30
9	DELIVERY:	F.O.B. Destination
10	MINIMUM ORDER:	No Minimum Order Required
11	CONTRACT PRICES:	Ref. Section 4
12	DPS CONTRACT OFFICER:	Dennis Donahue Phone: 804-786-5410 <a href="mailto:dennis.donahue@dgs.virginia.gov">dennis.donahue@dgs.virginia.gov</a>

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov) under the State Contracts webpage.

This contract is the result of a competitive bid program and its use is optional. This contract is a cooperative agreement. Therefore, in addition to Authorized Users referenced above, other government bodies and entities outside of Virginia may use this contract.

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**1. CONTRACTOR INFORMATION**

<b>Contractor</b>	<b>eVA Vendor ID#</b>	<b>Location Address</b>	<b>Contact Information</b>
Gillig, LLC	<u>E39326</u>	451 Discovery Drive Livermore, CA 94551	James Ryan, Sales Manager Tel.: 510-325-6958 Fax: 510-785-6819 Email: <a href="mailto:jim.ryan@gillig.com">jim.ryan@gillig.com</a>

## 2. GENERAL INFORMATION

1. Ordering Method: All departments, institutions and agencies of the Commonwealth of Virginia (Commonwealth) using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
2. Purchase Order Information: When placing an eVA catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of contractor's invoice is the responsibility of the receiving entity.
4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM." To facilitate notification, this form shall be completed by the Virginia ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning Virginia entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov> and clicking on "I Buy for Virginia."
5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. Authorized Users: Unless otherwise instructed by the Division of Purchases and Supply (DPS), all state agencies, institutions of higher education, and other public bodies and entities are authorized to use the Contract by the Code of Virginia § 2.2-1110. Additionally, those specified by the Code of Virginia §2.2- 1120, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

The Metropolitan Washington Council of Governments (MWCOG) and members of MWCOG shall also be included as Authorized Users of this Contract.

Third party users as referenced herein Section 3-E "Use of Agreement by Third Parties."

7. Copies of Contract-Related Documents shall be requested directly from the contractor. Such documents may include the solicitation (Invitation for Bids- IFB #2712 dated 3/11/19), contractor's bid response, signed FTA Certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents.

### 3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

#### A. SCOPE OF WORK

Contractor shall provide and deliver 12 year, low floor battery- powered electric transit buses per the specifications described in Section 4 “Goods & Pricing Schedule, Warranty Information” and be compliant with current Federal Transit Administration (FTA) and Fixing Americas Surface Transportation (FAST) Act regulations, upon delivering and invoicing. All buses shall be powered by an electric propulsion system and be new and unused. Buses shall have a minimum expected life of twelve (12) years or 500,000 miles, whichever comes first.

#### B. CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### C. TERM / RENEWAL OF CONTRACT

The initial period of the contract will be for two (2) years, with three (3) potential one – year renewal periods. Therefore the initial term will be July 1, 2019 through June 30, 2021. This contract may be renewed by the Commonwealth upon written agreement of both parties under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

#### D. PRICE ESCALATION / DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Bureau of Labor Statistics “Table 9-Producer Price Index for Truck and Bus Bodies, Series No. 1413.” No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 60-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (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.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

#### E. USE OF AGREEMENT 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 outside the Commonwealth. Accordingly, any public body or public institution or other FAST Act grantee outside the Commonwealth shall also be deemed an “Authorized User” for purposes of using this Contract and may access and use this Contract, 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 Authorized User in Virginia or outside Virginia is optional.

This Contract may be used by Authorized Users to purchase goods and/or services in accordance with prices listed in Section 4 "Goods & Pricing Schedule, Warranty Information" attached hereto and incorporated herein.

This is a master contract and no modification of the Contract or an assignment agreement from Virginia is required for a third party 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 #2712 dated 3/11/19), contractor's bid response, and signed FTA certificates i.e. Buy America, Compliance w/ Buy America Rolling Stock Requirements and other related documents.

Each Authorized User shall accept sole responsibility for placing orders and/or payments 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 involvement from DPS. The Commonwealth and DPS shall have no liability or responsibility for any payment or performance dispute associated with an order, and the Authorized User and Contractor agree that they shall look solely to each other for any relief associated with the Order. In no event shall any dispute or breach regarding one or more orders by Authorized Users be grounds for the Contractor to terminate this Contract or pursue any other sort of relief against the Commonwealth, DPS, or Authorized Users who did not place the order(s) in dispute.

Notwithstanding General Term and Condition "B" ("APPLICABLE LAWS AND COURTS"), with respect to Authorized Users located outside of Virginia, the laws and regulations of the state in which the Authorized User is located, without regard to such state's choice-of-law provisions, will govern this Contract as it applies to orders placed by that Authorized User, and any litigation with respect to that Authorized User's orders shall be brought and maintained only in the appropriate state court of competent jurisdiction of the state in which the Authorized User is located. Notwithstanding General Term and Condition "A" ("VENDORS MANUAL"), the procedure for filing contractual claims against an Authorized User located outside Virginia shall be the procedure for filing claims against public bodies as specified by the laws of the state in which that Authorized User is located. If the laws of the state in which an Authorized User is located require inclusion of specific terms in contracts of public bodies in that state, then those terms are deemed to be incorporated by reference in this Contract for purposes of orders from that Authorized User, unless such terms impose materially greater burdens on the Contractor and the Contractor notifies the Authorized User of this fact in writing promptly after receiving the order, in which case the order shall be deemed cancelled. The above incorporation of terms applies only if the Authorized User includes in its purchase order a specific reference to the specific statutes or regulations of that state which specify the additional required terms.

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

**F. 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 Officer  
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, Vice President  
Gillig, LLC  
451 Discovery Drive  
Livermore, CA 94551  
Tel.: 800-735-1500  
Fax: 510-785-6819  
Email: [sales@gillig.com](mailto:sales@gillig.com)

## **G. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than 60 calendar days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency 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 purchasing agency 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 purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency 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 Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services 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, 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 license or support services hereunder.

## **H. DELIVERY AND PRICING**

Base prices for third party customers outside of Virginia, is included in Section 4 "Goods and Pricing Schedule," Part 2, "**Net Price.**" Delivery costs to third party customers outside of Virginia, should not exceed the contractor's actual out-of-pocket cost of shipping to that Authorized User's actual location by the most economical method with no mark-up. Delivery price should be agreed upon by both parties

For sales to Virginia entities and ship to locations in Virginia, all vehicles and related equipment shall include delivery - FOB destination unless otherwise stated in the body of the order. Delivery charges for Virginia customers is included in Section 4 "Goods and Pricing Schedule," Part 2, "**Total Bid Price.**"

The Agency shall assume risk of loss of vehicles and related equipment upon acceptance. Prior to acceptance, the Contractor shall assume risk of loss of vehicles and related equipment, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If the bus is released back to the Contractor for any reason, then the Contractor assumes risk of loss upon such release. **The Contractor shall deliver the buses with an installed, functioning battery or Energy Storage System (ESS) charged with at least 25 kW of usable energy.**

Upon delivery, Authorized Users shall inspect buses with qualified Contractor personnel before accepting the bus. Following acceptance of the bus, the bus shall be put in service by qualified Contractor personnel, who shall provide training for the Authorized User. Training shall include operation and maintenance of the bus, all systems, accessories, operating procedures, and safety requirements. Placing the bus in service shall be held at a date and time to be agreed upon by the Contractor and Authorized User.

## **I. 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 DGS of the details and, at DGS'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 DGS shall grant such request if DGS 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 DGS's request (and annually), Contractor shall submit to DGS 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 DGS or others the financial terms made available to the public body, and upon request from DGS, contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

**J. FIRST AID KITS**

Each Bus shall be equipped with a First Aid kit (large size) and a Blood borne Pathogen kit. Price for the kits shall be included in the base bus price.

**K. FTA / APTA REQUIREMENTS**

For Buses delivered to Authorized Users under this Contract, Contractor shall be in compliance with 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.

**L. MAINTENANCE MANUALS:**

The contractor shall provide with each piece of equipment an operations and maintenance manual, parts list, and a copy of all warranties.

**M. EXTRA CHARGES NOT ALLOWED**

Bid pricing shall be for complete delivery ready for the Commonwealth's use and shall include all applicable freight and delivery charges; extra charges will not be allowed.

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

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2. 2-1110, all Authorized Users in the Commonwealth must submit orders directly with Contractor through the Commonwealth's electronic procurement website, <http://www.eva.virginia.gov>.

The eVA Internet electronic procurement solution, web site 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 state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

This contract will result in multiple purchase order(s) with the applicable eVA vendor transaction fees assessed for each order from Commonwealth users. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

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

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 entities/participants using this Contract - which have been **invoiced and paid by the Participating Entity**.

**O. ORDER CHANGES**

Any changes to be made once a purchase order has been provided to the Contractor must be made between the Commonwealth ordering agency and the Contractor. Both parties shall agree in writing to any changes in the scope of work and any increase or decrease in the price that may result as a consequence of the changes. **No Order changes may be made verbally. Only the Commonwealth ordering agency has the right to issue a**

change to any Purchase Order.

**P. INVOICES AND PAYMENT**

INVOICES:

Contractor shall submit the invoice(s) to the address designated on the Order no later than the 10<sup>th</sup> of the month following acceptance by the Authorized User of goods and services rendered. No invoice may include any costs other than those identified in the Order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of the ordering entity
2. Entity point of contact name
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

PAYMENT:

Payment will be made within thirty (30) days for Commonwealth Agencies and forty-five (45) days for Commonwealth localities of receipt of a valid invoice for all goods and/or services received and accepted. Payment is anticipated to be made by check or EDI.

Payment for Authorized Users outside the Commonwealth, shall be as agreed upon by contractor and Authorized User.

**Q. REPORTING REQUIREMENTS:**

Ref. Section 6 "Third Party Participants Report." Contractors shall complete this form, send it to the DPS contract manager for 3<sup>rd</sup> party participants outside the state of Virginia, from whom Contractor has received a purchase order to begin work. Reports shall be provided quarterly.

**R. TERMINATION FOR CONVENIENCE OF THE COMMONWEALTH:**

The contract may be terminated for the convenience of the Commonwealth by delivering to the contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order or contract on the date and to the extent specified. There shall be no penalty to the Commonwealth when a contract is terminated for convenience.

**4. GOODS & PRICING SCHEDULE, WARRANTY INFORMATION**

See attached pages

**5. CONTRACTOR SERVICE AND PARTS SUPPORT DATA**

See attached page

**6. THIRD PARTY PARTICIPANTS REPORT**

Quarterly Report for Contractors

Contractors shall complete this form, send it to the DPS contract manager for third party participants from whom Contractor has received a purchase order to begin work

**Contractor:** \_\_\_\_\_

Participant Name/City/State: \_\_\_\_\_

Length of Bus / Model: \_\_\_\_\_

Purchase Order Date: \_\_\_\_\_

Purchase Order Qty: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Participant Name/City/State: \_\_\_\_\_

Length of Bus / Model: \_\_\_\_\_

Purchase Order Date: \_\_\_\_\_

Purchase Order Qty: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Participant Name/City/State: \_\_\_\_\_

Length of Bus / Model: \_\_\_\_\_

Purchase Order Date: \_\_\_\_\_

Purchase Order Qty: \_\_\_\_\_

**7. FEDERAL CERTIFICATIONS**

See attached pages

Manufacturer Name GILLIG  
 Model # \_\_\_\_\_  
 Description 35' Battery Electric Bus  
 Length 35'

<b>PART 1, BASE BUS, STANDARD FEATURES</b>	
A) Model year:	2020
B) Electric propulsion system. Drive motor manufacturer:	Cummins Continuous rated power kW: 195 kW
C) Horsepower: Peak	350 kW Intermediate <u>Varies</u> Continuous <u>195kW</u>
D) Transmission or gearbox manufacturer:	Not Applicable Model # _____
E) Battery or Energy Storage System (ESS) manufacturer:	Cummins
F) Battery Management System type:	Cummins Battery Management
G) Operating efficiency kW/mile: features.	Energy consumption will vary with ambient temperature, driving conditions, grades and other heater in low ambient temperatures to achieve estimated energy consumptions. Estimated energy consumption range is 1.9kWh to 2.7kWh per mile. Nominal mileage range: NOT APPLICABLE Operational mileage range: 132-180 (2.0 - 2.7 Kw/Mile) depending on bus configuration, route conditions, driver behavior and HVAC usage.
H) Vehicle curb weight lbs..	32,860

I) Vehicle energy storage - available capacity kW / hrs for: 150kW \_\_\_\_\_ hrs 200kW \_\_\_\_\_ hrs  
(Include other sizes as applicable) 444kWh

J) Charging time (empty to full): Plug in  $\frac{\text{Depends on charger capacity}}{\text{capacity}}$  Overhead  $\frac{\text{Depends on charger capacity}}{\text{capacity}}$

K) Recharge port location on bus: Curbside Rear

L) Brakes manufacturer / braking system: Meritor/MGM Disc

M) Total Maximum Seating Capacity / Standee Capacity: 31 / 38

N) Door locations Forward of front axle and forward of rear step transition

O) Wheelchair Locations (1) Streetside and (1) Curbside

P) Average delivery lead time (months): 18 Months

Q) First Aid Kit (large size) and a Blood Borne Pathogen Kit manufacturer/ provider: Cintas

**PART 2, BASE BUS PRICE (All prices are to be in United States dollars)**

Discount for volume level:	1-5/each	6-10/each	11-15/each	16 + /each
Base Price:	\$797,280	\$797,280	\$797,280	\$797,280
Less discount	0 %	0 %	0 %	0 %
Net Price:	\$797,280	\$797,280	\$797,280	\$797,280
<b>Delivery Price (flat fee) for State of Virginia customers</b>	\$13,500	\$13,500	\$13,500	\$13,500
<b>Total Bid Price: State of Virginia customers (add Net Price + Delivery Prices)</b>	\$810,780	\$810,780	\$810,780	\$810,780

**PART 3, ADDITIONAL OPTIONS/ UPGRADES**

A. Purchase of Battery Charging System (Charging equipment only - no infrastructure / installation prices required)

Use this scenario for data below: Bus has only 10% capacity left - needs to be recharged to its full / 100 % capacity.



<u>1) Plug in</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____

See attached pricing for chargepoint charging equipment.

For Overhead system, complete specifications for a minimum 150kW size.  
 Include higher kW sizes available for additional overhead systems on lines provided.

<u>2) Overhead</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
	TBD	150kW	_____	\$ Quote
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____

While not currently available, GILLIG intends to offer overhead charging during the term of this contract and will provide pricing at that time .

B. Motors, higher gradeability available: include kW, model, order code, price

No options currently available

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. Optimal Drive motors available: include kW, model, order code, price

No options currently available

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. Spare Battery Purchase (as applicable) include kW, model, order code, price

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

E. Battery Lease Options (as applicable) include term, kW model, order code, price

Pricing and terms are agency specific. Details available upon Agency request.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other (add frequently requested equipment from customers)

Customer Supplied Tires <\$3,546>		Diesel/Electric Coolant Heater	\$5,125
Frame/Transom Windows	\$3,540	Adjustable Pedals	\$1,190
Sportworks DL2	\$1,839	LED Low Beam Headlamps	\$438
Training	Not included in Base Bus Price		
Percent discount on above equipment and all other options not listed above?		N/A	% GILLIG does not have standard list pricing so this does not apply.

**PART 4, WARRANTY**

Standard Warranty Basic Bus minimum shall be 12 Months or 50,000 miles, whichever comes first  
 Include coverage description and number of years.

Vehicle: Refer to enclosed warranty documentation

\_\_\_\_\_  
 \_\_\_\_\_

Batteries: Refer to enclosed warranty documentation

\_\_\_\_\_  
 \_\_\_\_\_

Other major systems: Refer to enclosed warranty documentation

\_\_\_\_\_  
 \_\_\_\_\_

**Extended Warranty and Price** Include coverage description, number of years, price

For Vehicle, Quote upon request

\_\_\_\_\_

\_\_\_\_\_

For Batteries 12 Year/500,000 miles, whichever occurs first, subject to warranty terms and conditions: \$75,000

\_\_\_\_\_

\_\_\_\_\_

For other major systems Quote upon request

\_\_\_\_\_

\_\_\_\_\_

Manufacturer Name GILLIG  
Model # \_\_\_\_\_  
Description 40' Battery Electric Bus  
Length 40'

PART 1, BASE BUS, STANDARD FEATURES	
A) Model year:	2020
B) Electric propulsion system. Drive motor manufacturer:	Cummins      Continuous rated power kW: 195 kW
C) Horsepower: Peak	<u>350 kW</u> Intermediate <u>Varies</u> Continuous <u>195kW</u>
D) Transmission or gearbox manufacturer	Not Applicable      Model #
E) Battery or Energy Storage System (ESS) manufacturer:	Cummins
F) Battery Management System type:	Cummins Battery Management
G) Operating efficiency kW/mile: features.	Energy consumption will vary with ambient temperature, driving conditions, grades and other features. Estimated energy consumption range is 1.9kWh to 2.7kWh per mile. Requires fuel fired heater in low ambient temperatures to achieve estimated energy consumptions.
Nominal mileage range:	NOT APPLICABLE
Operational mileage range:	130-180 (2.0 - 2.7 kW/Mile) depending on bus configuration, route conditions, driver behavior and HVAC usage.
H) Vehicle curb weight lbs.:	33,970

I) Vehicle energy storage – available capacity kW / hrs for: 150kW \_\_\_\_\_ hrs 200kW \_\_\_\_\_ hrs  
(Include other sizes as applicable) 444kWh

J) Charging time (empty to full): Plug in Depends on charger capacity Overhead Depends on charger capacity

K) Recharge port location on bus: Curbside Rear

L) Brakes manufacturer / braking system: Meritor/MGM Disc

M) Total Maximum Seating Capacity / Standee Capacity 38 / 34

N) Door locations Forward of front axle and forward of rear step transition

O) Wheelchair Locations (1) Streetside and (1) Curbside

P) Average delivery lead time (months) 18 months

Q) First Aid Kit (large size) and a Blood Borne Pathogen Kit manufacturer/ provider Cintas

**PART 2, BASE BUS PRICE (All prices are to be in United States dollars)**

Discount for volume level	1-5/each	6-10/each	11-15/each	16 + /each
Base Price:	\$801,480	\$801,480	\$801,480	\$801,480
Less discount	0 %	0 %	0 %	0 %
Net Price:	\$801,480	\$801,480	\$801,480	\$801,480
<b>Delivery Price (flat fee) for State of Virginia customers</b>	\$13,500	\$13,500	\$13,500	\$13,500
<b>Total Bid Price: State of Virginia customers (add Net Price + Delivery Prices)</b>	\$814,980	\$814,980	\$814,980	\$814,980

**PART 3, ADDITIONAL OPTIONS/ UPGRADES**

A. Purchase of Battery Charging System (Charging equipment only. No infrastructure / installation prices required)

Use this scenario for data below. Bus has only 10% capacity left - needs to be recharged to its full / 100 % capacity.

<u>1) Plug In</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
				\$ _____
				\$ _____
				\$ _____
				\$ _____

See attached pricing for chargepoint charging equipment.

For Overhead system, complete specifications for a minimum 150kW size.  
 Include higher kW sizes available for additional overhead systems on lines provided.

<u>2) Overhead</u>	<u>Mgr. / Brand</u>	<u>kW</u>	<u>Recharge Time</u>	<u>Recharger Price</u>
	TBD	150kW		\$ Quote
				\$ _____
				\$ _____
				\$ _____

While not currently available, GILLIG intends to offer overhead charging during the term of this contract and will provide pricing at that time .

**B. Motors, higher gradeability available:** include kW, model, order code, price

No options currently available

**C. Optimal Drive motors available:** include kW, model, order code, price

No options currently available

D. Spare Battery Purchase (as applicable), include kW, model, order code, price

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E. Battery Lease Options (as applicable) include term, kW, model, order code, price

Pricing and terms are agency specific. Details available upon Agency request.

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Other: (add frequently requested equipment from customers)

Customer Supplied Tires <\$3,546>	Diesel/Electric Coolant Heater	\$5,125
Frame/Transom Windows \$1,839	Adjustable Pedals	\$1,190
Sportworks DL2 \$1,378	LED Low Beam Headlamps	\$438
Training	Not included in Base Bus Price	
Percent discount on above equipment and all other options not listed above?	N/A	% GILLIG does not have standard list pricing so this does not apply

#### PART 4, WARRANTY

Standard Warranty Basic Bus minimum shall be 12 Months or 50,000 miles, whichever comes first  
Include coverage description and number of years.

Vehicle: Refer to enclosed warranty documentation

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Batteries: Refer to enclosed warranty documentation

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Other major systems Refer to enclosed warranty documentation

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Extended Warranty and Price Include coverage description, number of years, price

For Vehicle, Quote upon request

For Batteries 12 Year/500,000 miles, whichever occurs first, subject to warranty terms and conditions: \$75,000

For other major systems Quote upon request



**GILLIG LLC**  
**LOW FLOOR TRANSIT COACH**  
**STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR**

**COMMONWEALTH OF VIRGINIA – RICHMOND, VA**

**IFB# 2712 – APRIL 2019**

GILLIG warrants to the ultimate purchaser that registers the vehicle in the state of California (or any other state following the applicable California Air Resources Board regulations), and each subsequent purchaser, that the new vehicle is designed, built and equipped so it conforms at the time of sale to the ultimate purchaser with all applicable regulations adopted by the California Air Resources Board at the time of manufacture and that it is free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations within five years, 100,000 miles or 3000 hours of operation, whichever occurs first, as measured from the date the vehicle is placed into service. In no case may this period be less than the basic mechanical warranty provided to the purchaser of the engine.

GILLIG warrants to the ultimate purchaser and each subsequent purchaser that the tires on this vehicle conform at the time of sale to the ultimate purchaser with all U.S federal emissions regulations and all applicable regulations adopted by the California Air Resources Board at the time of manufacture and are free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations for a period of 2 years or 24,000 miles; whichever occurs first.

This list of emission control parts may be covered by the Emission Warranty under certain failure modes.

- Ambient Air Temperature Sensor
- Wire harness circuits connected at both ends to emissions warrantable components
- On-Board Diagnostic (OBD) Malfunction Indicator Lamp (MIL)
- OBD Connector

**NOTES**

- 1) Coverage ceases at the first expiration of the time or distance noted.
- 2) Full coach warranty includes and applies to electrical, doors, seats, flooring, roof hatches, destination signs, wheelchair ramp, handrails, radio, P.A., etc., but not to IVS systems or special options.
- 3) Fleet defect coverage is for a maximum of 12 months or 50,000 miles and includes all warrantable components and assemblies on the vehicle.
- 4) Basic body structure warranty includes and applies to structural members in the body and undercarriage including the structural members in the suspensions.
- 5) The corrosion and structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless GILLIG approved preventative measures are taken (see Service Manual).
- 6) Extended coverage may not duplicate Standard Limited warranty coverage. Note: Please refer to OEM warranty documents for details.

**GILLIG LLC**  
**LOW FLOOR TRANSIT COACH**  
**STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR**

**COMMONWEALTH OF VIRGINIA – RICHMOND, VA**  
**IFB# 2712 – APRIL 2019**

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

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

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

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

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

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

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

**GILLIG LLC**  
**LOW FLOOR TRANSIT COACH**  
**STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR**  
**COMMONWEALTH OF VIRGINIA – RICHMOND, VA**  
**IFB# 2712 – APRIL 2019**

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

**CATEGORY 1**

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

	Coverage Period <sup>(1)</sup>	
	<u>Months</u>	<u>Miles</u>
FULL COACH WARRANTY <sup>(2) (3) (7)</sup>	24	50,000
BODY STRUCTURE WARRANTY <sup>(4)</sup>	36	150,000
CORROSION & STRUCTURAL INTEGRITY WARRANTY <sup>(5)</sup>	84	350,000

**CATEGORY 2**

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

**AXLE**

Meritor Front Steering	60	300,000
Meritor Rear Driving	84	350,000

**BRAKE SYSTEM**

(Excludes Friction Material)

Bendix Valves	24	100,000
Meritor Brakes	24	100,000

**GILLIG LLC**  
**LOW FLOOR TRANSIT COACH**  
**STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR**

**COMMONWEALTH OF VIRGINIA – RICHMOND, VA**  
**IFB# 2712 – APRIL 2019**

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

**CATEGORY 3**

	Coverage Period <sup>(1)</sup>	
	<u>Months</u>	<u>Miles</u>
<u>POWERTRAIN</u> <sup>(7)</sup>		
CUMMINS	36	100,000
Energy Storage	72	300,000
 <u>AIR CONDITIONING SYSTEM</u>		
Thermo King	24	Unlimited
 <u>WHEELCHAIR RAMP</u>		
Lift-U LU18	24	Unlimited
 <u>DOOR SYSTEM</u>		
Vapor	12	Unlimited

**Low Floor Transit Coach Emission Warranty**

GILLIG warrants to the ultimate purchaser and each subsequent purchaser that the new vehicle is designed, built and equipped so it conforms at the time of sale to the ultimate purchaser with all U.S. federal emissions regulations applicable at the time of manufacture and that it is free from defects in materials or workmanship which would cause the vehicle to fail to not meet these regulations within five years or 100,000 miles of operation, whichever occurs first, as measured from the date the vehicle is placed into service. In no case may this period be less than the Standard Limited Warranty where applicable to emission warrantable parts. If the ultimate purchaser registers the vehicle in the state of California (or any other state following the applicable California Air Resources Board regulations) a separate California Emissions Warranty applies.

## CHARGING EQUIPMENT

GILLIG is pleased to submit the following pricing for ChargePoint plug-in charging equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with ChargePoint and represents our proposed equipment options based on the scoping information you have provided to date.

There may be opportunities to further optimize the equipment proposed through modeling your unique operational requirements, peak limitations, facility specifics and future electric bus plans. GILLIG and ChargePoint welcome the opportunity to discuss this proposal in further detail.

Refer to the following pages for additional details regarding this equipment.

<b>Express Depot Solution</b>	<b>Quantity</b>	<b>Unit Price</b>
<i>Hardware</i>		
ChargePoint Express Depot Station	Up to 8 per Power Block	\$10,625
ChargePoint Express Bus Pedestal	1 per Depot Station (Optional)	1,700
ChargePoint Express – Power Block	Each	23,375
ChargePoint Express Plus – Power Module	5 per Power Block	10,625
Express Plus Assure – 1 Year Warranty	Included	Included
Express Plus Assure – 3 Year Warranty	Per Power Block	27,750
<i>Services</i>		
ChargePoint provided labor for preliminary site preparation guidance, site layouts in CAD, sample single line diagrams for charging system etc.	Per Site	10,800
ChargePoint provided Onsite Training & Installation Support	Per Site	3,600
ChargePoint provided Site Validation	Per Power Block	1,500
ChargePoint Cloud EVSE Services Plan for 3 year connectivity to ChargePoint Network	Per Depot Station	2,418
<i>Freight Charges</i>		Agency Dependent

The warranties on the charging equipment are provided by ChargePoint and are subject to the ChargePoint Standard Warranty. GILLIG makes no warranty of any kind whatever, express or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

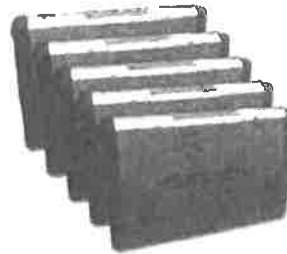
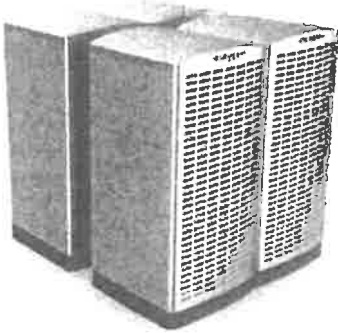
This price reflects equipment shipped directly to the Agency by ChargePoint and the services described below. No further services are included as part of this GILLIG quote. Payment to GILLIG is due upon shipment of the equipment described herein.

## CHARGING EQUIPMENT

### Express Plus Product Overview.

#### Express Power Block and Power Modules

The Express Power Block is a steel cased, power conversion unit, connected to a standard three phase AC grid. Express Power Block houses all necessary electrical sub-components and system control for the safe, efficient transmission and transformation of AC input voltage from the grid side equipment into DC output to connected electric vehicles.



#### Power Block Specification

- AC Input – 480VAC, 3-phase, 222 - 265A, 50/60Hz
- Contains up to 5 Power Modules
- Maximum Nominal Output - 156kW
- Maximum Current - 390A
- Network Protocol & Communications - 4G/LTE communication between gateway and ChargePoint Cloud Network (Hosted by Amazon Web Services).
- Ethernet (CAT-VI) connection between Power Block and each Depot Station (local, not cloud communication).
- Power Block Dimensions – 6' 8.9" x 3' 3" x 3' 7.7"
- Power Block Weight (without Modules) - 900 lb.
- Lifespan – 12+ years

#### Power Module Specification

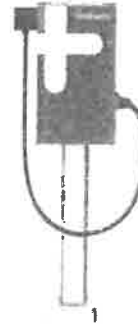
- Maximum Nominal Output – 31.25kW
- Maximum Current – 78A
- Nominal Power Efficiency rated at above 95%
- Nominal Power Factor - .99
- Harmonics – iTHD < 5% (complies with IEEE 519 requirements)
- Failure of a single module does not disable the port
- Slot in, field replaceable
- Integrated liquid cooled cold plate normalizes temperature across all modules
- Power Module Dimensions – 2' 6" x 1' 5" x 5"
- Power Module Weight - 98 lb
- Lifespan – 12+ years

## CHARGING EQUIPMENT

### Express Depot Station

The Express Depot Station is a steel weather proof enclosure with integrated CCS-1 charging cable that:

- Is designed to operate in high impact, heavy duty commercial environments.
- Is configurable as a wall or freestanding pedestal mounted device with or without cable management.
- Can be located on frame work above vehicles to be charged and connected to a cable Charging Reel.



The Express Depot Station receives a maximum DC input of 200A from a connected Power Block and, via the integrated charge controller, manages all bi-directional communication to a connected vehicle. The charge controller receives voltage and current commands from the vehicle and then allows power to be dispensed into the vehicle. The Express Depot Station is equipped with an isolation monitor and short circuit protection to ensure safe operation.

### Express Depot Station Specification

- Maximum Nominal Output – 156kW (Power Block limited)
- Maximum Current – 200A (connector limited)
- Output Voltage Range - 200 – 1000 VDC
- Up to 8 Depot Stations can be supported per Power Block
- Maximum Suggested Distance between PB to DS – 300'
- Charge cable length – up to 25 ft
- Supports up to 2 cable types, including CCS-1 (NA), and CCS-2 (EU). Each unit will be supplied with a maximum of 1 connector.
- Depot Station Dimensions – 3' 3.5" x 2' 2.4" x 1' 2.6"
- Depot Station Weight - 50 lb.
- Lifespan – 12+ years

**PART 5, CONTRACTOR SERVICE AND PARTS SUPPORT DATA**  
**(for Commonwealth of Virginia customers only)**

**Location of Technical Service Representative(s)**

**Name:** ROBERT BIRDWELL, EXECUTIVE DIRECTOR FIELD SERVICE & QUALITY ASSURANCE

**Address:** 451 DISCOVERY DRIVE, LIVERMORE, CA 94551

**Telephone:** 800-735-1800

**Describe technical services readily available from said representative:**

REFERENCE OUR ATTACHED INFORMATION.

**Location of nearest Parts Distribution Centers**

**Name:** GILLIG PARTS DEPARTMENT

**Address:** 25972 EDEN LANDING ROAD, HAYWARD, CA 94545

**Telephone:** 510-264-5160

**Describe the extent of parts available at said center:**

REFERENCE OUR ATTACHED INFORMATION.

**Policy for delivery of parts and components to be purchased for service and maintenance:**

Regular method of shipment: UPS

Cost to Agency: PREPAID



GILLIG supplies service parts to customers through our Parts Division, located in Hayward, California. All parts are produced to our original vehicle specifications and are either manufactured in-house or purchased to our drawings from OEM's.

GILLIG is proud to advise that all parts (100%) are stocked in the U.S. in our Hayward facility. We do not stock parts in other countries.

All in-stock bus-down orders received by 3:00 p.m. PST are shipped the same day (2nd day air freight at no charge or next day air, at your expense).

All backordered requirements are shipped within 24 hours of receipt from the vendor.

All orders are shipped UPS 2nd day air, freight prepaid at no charge to you (subject to UPS size and weight limitations).

Our current order response is - 92% of all transit bus orders received are shipped within 48 hours and the percentage rises to 96% in an additional 72 hours (excluding weekends) and 99% within 3 working days. We anticipate our performance will be better in our new facility because of the improved efficiency and increased stocking levels. Bar coding of parts and locations is now in place for on-line inventory control and purchasing.

GILLIG's simple bus designs, as well as our parts service programs, help you control your parts cost. Common industry parts, flat skirt panels, and American supplied components, such as Meritor/Rockwell axles, help reduce your parts costs. Our increased warehouse stocking levels in Hayward and our second day air shipments at no charge help you reduce your inventory costs as well.

In order to provide the most comprehensive and most economical service possible, GILLIG uses a central warehouse and compensates for distance by shipping second day air. Consequently, the nearest parts warehouse to supply your service parts needs is:

**Central Location:**                   **GILLIG**  
**25972 Eden Landing Road**  
**Hayward, CA 94545**

**Central Contact:**                   Chuck O'Brien - Vice President, Parts Division  
Eiji Kinoshita - Director of Sales - Parts Division

**Regional Contacts:**                **Western Region:**  
Norm Reynolds – Regional Sales Manager  
Phone: 510-785-1500  
FAX: 510-785-6819

**Northeast Region:**  
Jerry Sheehan – Regional Sales Manager  
Phone: 510-329-0320

**Central Region:**  
Jim Ryan - Regional Sales Manager  
Phone: 800-410-8614  
FAX: 513-336-9345

**Midwest Region:**  
Chad Engel – Regional Sales Manager  
Phone: 510-362-6916

**Southwest Region:**  
Joe Saldana – Regional Sales Manager  
Phone: 510-303-0202

**Southeast Region:**  
Butch Sibley - Regional Sales Manager  
Phone: 510-589-9430

**Northwest Region:**  
Lee Petersen - Regional Sales Manager  
Phone: 510-264-3801

Parts Availability:	<b>Over 92% of all regular parts orders are shipped within 48 hours of ordering and almost 97% within 3 days.</b>
Freight Policy:	Regular parts orders are shipped freight free and normal shipments to Central and Eastern locations are shipped 2nd day air, at no charge.
Availability Life:	Replacement parts will be available for a period of twelve (12) years after the date of purchase of your coaches.

**CUSTOMER SATISFACTION**

The GILLIG Service Parts Division is committed to the same GILLIG mission and goals of customer satisfaction and friendly service with reliable and durable products that are also economical to use.

To justify the district's purchase of GILLIG products and to assist the district in attaining its own goals, the Parts Division has established the following programs and objectives.

**Unit Down**

Our objective is to expedite these orders and ship them within 24 hours. Unit down orders receive the highest priority throughout our manufacturing, purchasing, and shipping organizations, and can be accepted up to as late as 3:00 p.m. (Pacific time) and shipped same day if in stock. If the customer chooses, these orders can be shipped overnight at customer's cost.

**Inventory**

GILLIG maintains an extensive, continually growing, inventory of genuine GILLIG and OEM parts, in our central warehouse. All locations and parts are bar coded for accuracy and quick response. Computer programs monitor usage and minimum stocking levels in real time so as to maximize parts availabilities. We also stock or can get, common non-GILLIG parts.

**Parts Lists**

We can prepare, on request, a recommended initial stocking list of expected high usage or long lead-time parts for the vehicles proposed. A detailed price list is also available with the recommended initial stocking list.

**Hot Line**

GILLIG has a toll-free telephone number to enable customers to contact us at no charge for advice, explanations, recommendations or orders.

**Personalized Service**

To provide better service, representatives are assigned to specific accounts so that they can provide personal service while also providing account familiarity, history and consistency.

**Regional Coverage**

Regional Sales Managers are available to visit customers to assist in all facets of this business, including problem solving, introducing new kit and parts availabilities and making recommendations.

**Troubleshooting**

We also provide a troubleshooting service; if you can't find a part, call your representative and we'll find it for you, if possible, and even stock it in the future if your demand warrants it.

Gillig

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**PRE -AWARD BUY AMERICA COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail &Public Transportation (the recipient) is satisfied that the vehicles to be purchased, R35'and 40' Electric Buses (description of buses) from Gillig LLC (the manufacturer), meet the requirements of 49 U.S.C 5323(j), as amended. The recipient has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and sub-component parts of the buses identified by manufacturer, county of origin, and cost; and (2) the proposed location of the final activity point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: May 1, 2019

Recipient Authorized Signature: Neil I. Sherman

Print Name: Neil I. Sherman

Title: Director of Statewide Transit Projects

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## BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

GILLIG LLC

Name of Bidder/Company Name

JOSEPH POLICARPIO, VICE PRESIDENT

Type or print name

*J Policarpio*

Signature of authorized representative

*M Gonzalez Becerra*  
Signature of notary and SEAL  
*See attached*

Date of Signature: APRIL / 11 / 2019

A COPY OF THE FINAL TEST REPORT WILL BE PROVIDED PRIOR TO FINAL ACCEPTANCE OF THE FIRST VEHICLE.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 11TH  
day of APRIL, 2019, by JOSEPH POLICARPIO

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature M. Gonzalez-Becerra  
M. GONZALEZ-BECERRA  
NOTARY PUBLIC

My commission number: 2158394

My commission expires: JULY 19, 2020

**DESCRIPTION OF ATTACHED DOCUMENT**

Type or Title of Document: BUS TEST CERTIFICATION

Signer's Name: JOSEPH POLICARPIO

Document Date: APRIL 11, 2019

### CER 8.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, **GILLIG LLC**, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

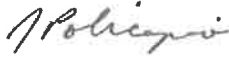
OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- Executed in ~~(insert city and state)~~, LIVERMORE CA

Name: JOSEPH POLICARPIO, VICE PRESIDENT



Authorized signature

APRIL 11, 2019  
Date



**GILLIG**

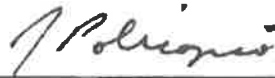
**FMVSS CERTIFICATION**

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION**

This is to certify that the GILLIG transit bus model(s) proposed, complies (comply) with all applicable Federal Motor Vehicle Safety Standard as required by the F.T.A. and the D.O.T., and described in Title 49 CFR Chapter V, part 571-FMVSS, last revised on October 1, 1998.

**GILLIG LLC**

By:



\_\_\_\_\_  
JOSEPH POLICARPIO

Title:

\_\_\_\_\_  
VICE PRESIDENT

Date:

\_\_\_\_\_  
APRIL 11, 2019

**PRE -AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail and Public Transportation (the recipient) certifies it received , at the pre-award stage, a copy of Gillig, LLC (manufacturer) self-certification information that the buses 35' and 40' Electric Buses (description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: May 1, 2019

Signature: Neil I. Sherman

Print Name: Neil I. Sherman

Title: Director of Statewide Transit Programs

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project,
    - or
    - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor SEE ATTACHED SIGNED CER 8.2 DEBARMENT AND SUSPENSION .. \_\_\_\_\_  
CERTIFICATION FOR PROSPECTIVE CONTRACTOR.

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_/\_\_\_/ Name

and Title of Contractor's Authorized Official \_\_\_\_\_

GILLIG DOES NOT SUBCONTRACT THE MANUFACTURE OF OUR TRANSIT BUSES.  
WE MANUFACTURE ALL OUR VEHICLES AT ONE LOCATION ONLY IN CALIFORNIA.

PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

**BUY AMERICA REQUIREMENTS**

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, NOT APPLICABLE  
 \_\_\_\_\_ (the recipient) is satisfied that the buses to be purchased,  
 \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_  
 \_\_\_\_\_ (the manufacturer),  
 meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst  
 \_\_\_\_\_ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart B, NOT APPLICABLE  
 \_\_\_\_\_ (the recipient) certifies that the buses to be purchased,  
 \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_  
 \_\_\_\_\_ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart D, NOT APPLICABLE  
 \_\_\_\_\_ (the recipient) certifies that it received, at the pre-award stage, a copy of \_\_\_\_\_'s (the manufacturer) self-certification information stating that the buses, \_\_\_\_\_ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 671.

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title \_\_\_\_\_

GILLIG PROVIDES THE REQUIRED PRE-AWARD BUY AMERICA DOCUMENTATION. THE COMMONWEALTH AS THE RECIPIENT MUST AUDIT AND FILL OUT THIS FORM.

**PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

*71 FR 14117, Mar 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009*

**PRE-AWARD AUDIT REQUIREMENTS**

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

**DESCRIPTION OF PRE-AWARD AUDIT**

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

**PRE-AWARD BUY AMERICA CERTIFICATION**

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- (a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  - (1) The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
  - (2) The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION**

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturer's self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

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**PRE -AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR. Part 663 - Subpart B, Department of Rail and Public Transportation (the recipient) certifies that the buses to be purchased, 35' and 40' Electric Buses (description of buses) from Gillig, LLC (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: May 1, 2019

Recipient Signature



Print Name: Neil I. Sherman

Title: Director of Statewide Transit Projects

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REVISIONS

**MANUFACTURED BY GILLIG LLC**

LIVERMORE, CALIFORNIA

DATE: \_\_\_\_\_

GVWR: \_\_\_\_\_ kg \_\_\_\_\_ lb

GAWR: FRONT \_\_\_\_\_ kg \_\_\_\_\_ lb

WITH \_\_\_\_\_ TIRES,

\_\_\_\_\_ RIMS AT \_\_\_\_\_ kPa \_\_\_\_\_ psi COLD SINGLE

GAWR: REAR \_\_\_\_\_ kg \_\_\_\_\_ lb

WITH \_\_\_\_\_ TIRES,

\_\_\_\_\_ RIMS AT \_\_\_\_\_ kPa \_\_\_\_\_ psi COLD DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.  
FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT  
ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VEHICLE I.D. NO.: \_\_\_\_\_ MODEL: \_\_\_\_\_

TYPE OF VEHICLE: BUS

ENGINE NUMBER: \_\_\_\_\_

UNLADEN WEIGHT: \_\_\_\_\_ lb

59-35132-007







✓ neil sherman Log Out

- ⚠ ALERT: June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/15/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

### Entity Dashboard

Gillig LLC  
 DUNS: 066557182 CAGE Code: 79954  
 Status: Active  
 Expiration Date: 02/28/2020  
 Purpose of Registration: All Awards

451 DISCOVERY DR  
 LIVERMORE, CA, 94551-9534  
 UNITED STATES

- [Entity Overview](#)
- [Entity Registration](#)
  - [Core Data](#)
  - [Assertions](#)
  - [Reps & Certs](#)
  - [POCs](#)
- [Reports](#)
  - [Service Contract Report](#)
  - [BioPreferred Report](#)
- [Exclusions](#)
  - [Active Exclusions](#)
  - [Inactive Exclusions](#)
  - [Excluded Family Members](#)
- [RETURN TO SEARCH](#)

#### Entity Overview

#### Entity Registration Summary

Name: Gillig LLC  
 Business Type: Business or Organization  
 Last Updated By: Simon Wu  
 Registration Status: Active  
 Activation Date: 02/28/2019  
 Expiration Date: 02/28/2020

#### Exclusion Summary

Active Exclusion Records? No



IBM-P-20190315-1318  
WWW5

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov /IAE
- GSA.gov
- USA.gov

**TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

**Certification:**

*I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.*

**BIDDER/COMPANY**

Name of Bidder/Company GILLIG LLC

Signature of Representative \_\_\_\_\_



Type or Print Name JOSEPH POLICARPIO

Title VICE PRESIDENT

Date 04 / 11 / 2019

**NOTARY**

Type or Print Name \_\_\_\_\_

Signature of Notary \_\_\_\_\_

Place Notary SEAL Here: