

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. _____

Contract

Re-Bid Other

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQMT1300004 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Heavy Duty Transit Buses

Description:

The Federal Transit Administration (FTA) awarded Miami-Dade County a Grant (number FL-96-X028) to purchase twenty (20) 40' Low Floor / Bus Rapid Transit (BRT) Diesel Buses and associated spare parts for a total of \$8,719,732. The grant funds are entirely from the American Recovery and Reinvestment Act with no local funds. The County has no existing contracts for the purchase of transit buses. Therefore, Miami-Dade Transit (MDT) department submitted requisition number RQMT1300004 for the purchase of these buses by accessing the Central Florida Regional Transportation Authority (LYNX) contract, number 09-C05, Heavy Duty Transit Coaches.

Issuing Department: MDT Contact Person: Carlos Delgado Phone: 305-637-3709

Estimate Cost: \$8,719,732 Funding Source: GENERAL **FEDERAL** OTHER
X

ANALYSIS

Commodity Codes: 556-70

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$

Comments: _____

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor

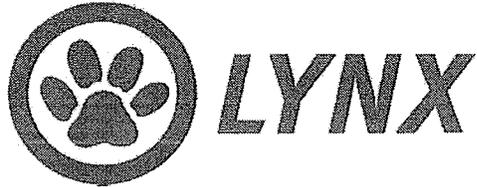
Basis of recommendation:

The County is accessing the Central Florida Regional Transportation Authority (LYNX) contract, number 09-C05, Heavy Duty Transit Coaches. As a consortium member the County is exercising its right to purchase its assigned buses.

Signed: _____ Date sent to SBD: 10/19/12

Date returned to DPM: _____

RECEIVED
 DEPT. OF PUBLIC WORKS
 SBE
 11/2 OCT 19 PM 3:45



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT 09-C05

For

HEAVY DUTY TRANSIT BUSES

THIS AGREEMENT (hereinafter, the "**Contract**") is made as of the 11th day of December 2008 (the "**Effective Date**") by and between:

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

and

Gillig LLC, a California limited liability company (hereinafter referred to as the "**Contractor**"), with its principal place of business located at 25800 Clawiter Rd, Hayward, CA 94545 and a Federal Employer Identification Number of 26-2877063.

W I T N E S S E T H:

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

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the "**Services**"), according to the requirements in **RFP 08-R01** (hereinafter referred to as the "**Solicitation**") and as further described herein; and

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

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

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

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

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

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

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

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

2. **DEFINITIONS.** Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in paragraph 3 hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX's Administrative Rules. If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

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

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions of LYNX;
- (c) The Solicitation; and
- (d) The Response.

In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above. In addition, to the extent any of the terms of the

Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable and therefore not a part of the Contract Documents.

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

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

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

(b) **Minimum and Maximum Quantities.** The minimum number of Buses to be purchased by LYNX and the Procuring Agencies is twenty-five (25). The maximum number of Buses to be purchased by LYNX and the Procuring Agencies is one thousand eight hundred and forty-four (1,844). (The term "Buses" shall have the meaning set forth in the Scope of Services.)

5. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this paragraph, the term of this Contract shall be for a period of five (5) years commencing on **December 11, 2008** and ending **December 10, 2013**.

(b) **Termination.** LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of paragraph 10 below.

6. **PAYMENT.**

(a) **Payment.** LYNX or the Procuring Agency agrees to pay the Contractor for the Services the amount provided in the Scope of Services; provided, however, that LYNX shall not be responsible for any payments except when acting as a Procuring Agency.

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

(c) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, payment will be made within thirty (30) days after receipt of a proper invoice and acceptance (final or provisional) of the Bus(es). Within fifteen (15) days after arrival at the designated point of

delivery, each Bus shall undergo testing by LYNX or the applicable Procuring Agency. If the Bus passes these tests, acceptance of the Bus by LYNX or the applicable Procuring Agency occurs on the fifteenth (15th) day after delivery. Acceptance may occur earlier if LYNX or the applicable Procuring Agency notifies the Contractor of early acceptance or places the Bus in revenue service. If the Bus fails these tests, the Contractor requests a letter of discrepancies for resolution be issued by the fifteenth (15th) day after delivery. LYNX and the Procuring Agencies reserve the right to conditionally or provisionally accept one or more Buses subject to the correction of minor deficiencies.

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

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

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

(g) **Withholding of 5% of Cost of Buses.** The Procuring Agency may withhold up to five percent (5%) of the total cost of each delivered and accepted Bus to assure correction of minor deficiencies. The withheld funds shall be paid in full to the Contractor within thirty (30) days of Bus acceptance, unless specific defects are found in the vehicle or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the thirty (30) day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or receipt of a written commitment from the

Contractor reflecting a mutual agreement to resolve the identified deficiency. The withholding option set forth in this subparagraph shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of the withholding option set forth in this subparagraph shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available to it.

7. CONTRACTOR'S OBLIGATIONS.

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

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

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

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

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

(c) The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such

requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration ("FTA") and/or the Florida Department of Transportation ("FDOT").

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

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

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

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

(h) The Contractor shall indemnify and hold harmless LYNX and the Procuring Agencies or any of them, from and against all claims of liability to third parties for injury to or death of persons, or loss of or damage to property arising out of or in connection with the performance of the work under this Contract, and the use of the premises incident thereto,

except where such liability arises out of the sole negligence of LYNX or the Procuring Agencies, or any of them, and shall defend all suits brought upon such claim and pay all costs and expenses incident thereto. LYNX and the applicable Procuring Agency shall have the right to participate in the defense of any suit, without relieving the Contractor of any obligation hereunder.

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

8. NO DISCRIMINATION/DBE REQUIREMENTS.

(a) Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) In the event that a Disadvantaged Business Enterprise ("**DBE**") goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit "B"** attached hereto (the "**DBE Addendum**"). In the event that the Contractor is in breach of this subparagraph, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to paragraph 10 hereof.

9. **PUBLIC RECORDS.** LYNX is an agency of the State and is subject to Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes (the "**Sunshine Law**") and the Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**"). It is possible that the Contractor, as a result of the Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Contractor will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify LYNX. LYNX's determination as to the necessity of such response shall be presumptively correct.

10. **TERMINATION.**

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

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

(c) **Default by LYNX.** In the event LYNX is in default under this Contract, the Contractor shall first provide written notice to LYNX of said condition alleged by the Contractor to be a default, and LYNX shall

have a reasonable period of time, not to exceed 30 days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor.** If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the Contractor, including the remedy set forth in subparagraph 7(h), all of which remedies shall be exclusive. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by LYNX in so doing.

11. DISPUTE RESOLUTION. The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), may, at the option of LYNX, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If LYNX does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of LYNX to terminate this Contract under paragraph 10 hereof.

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

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: **Butch Sibley**; 1418 Garden Ave, Tarpon Springs, FL 34689; Phone: 510-589-9430; Fax: 727-940-4324.

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is: **Brian Macleod**; 25800 Clawiter Rd, Hayward, CA 94545; Phone: 800-735-1500; Fax: 510-785-6819.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written

notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates **Joe Cheney**, (the "**Project Manager**") with respect to the Contractor's performance of this Contract, and who will also serve as the primary point of contact for operational issues.

(e) As of the date hereof, LYNX designates **Rich Bannon** (hereinbefore referred to as the "**Contracting Officer**"), as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance.

(f) LYNX may change such designation upon written notice to the Contractor. The designated person(s) shall not have the authority to modify this Contract except in accordance with applicable rules and regulations, including, but not limited to LYNX's Administrative Rules and Procedures. Notwithstanding anything herein to the contrary, no such change, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX executing such instrument has exceeded his or her authority, pursuant to applicable LYNX Rules and procedures.

13. **MISCELLANEOUS.**

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

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

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

(d) **Attorney Fees.** In the event of any legal action, including arbitration proceedings, seeking enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.

(e) **Assignment by Contractor.** LYNX has selected the Contractor to render the Services based in substantial part on the personal

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

(f) **Assignment by LYNX.** LYNX may unilaterally assign the right for purchases under this Contract to others. LYNX will not assign rights without the prior concurrence of the Florida Public Transportation Authority subject to their then existing policies, rules and procedures. Any assignee under this Contract will act solely as a Procuring Agency and only as specifically authorized by LYNX. A executed copy of the assignment authorizing the purchase under the terms and conditions on this Contract will be forwarded to the Contractor.

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

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

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

15. **LYNX APPROVAL.** This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the LYNX Governing Board, consistent with the Solicitation, and applicable governing rules and procedures of LYNX.

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

[SIGNATURE PAGE FOLLOWS]

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

“LYNX”

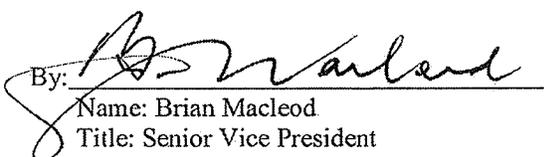
Central Florida Regional Transportation Authority

By: 
Name: Linda Watson
Title: Chief Executive Officer

Date: 2-2-9

“CONTRACTOR”

Gillig LLC, a California limited liability company

By: 
Name: Brian Macleod
Title: Senior Vice President

Date: Jan. 29th 2009

Approved as to Form:

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

AKERMAN SENTERFITT

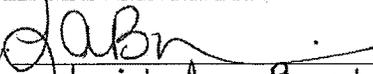
By: 
Name: Leigh Ann Buzynski
Title: LYNX General Counsel

Exhibit "A"

SCOPE OF SERVICES

Contractor shall provide 30-foot, 35-foot and 40-foot low-floor diesel or hybrid electric drive heavy duty transit buses as meeting the specifications in Section III of LYNX RFP 08-R01 and the specifications set forth on **Exhibit "B"** attached hereto and incorporated herein by reference (herein referred to individually as a "Bus" and collectively as the "Buses") on an as needed basis.

Procuring Agencies

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

- Broward County (255)
- Central Florida Regional Transportation Authority (300)
- Charlotte County Area Transit (6)
- City of Key West (13)
- Citrus Connection (46)
- Collier Area Transit (13)
- Escambia County Area Transit (13)
- Gainesville Regional Transit System (62)
- Hillsborough Transit Authority (123)
- Jacksonville Transportation Authority (90)
- Lake County (7)
- Lee County Transit Division (63)
- Manatee County Area Transit (10)
- Miami-Dade Transit (324)
- Palm Beach County (153)
- Pasco County Public Transportation (14)
- Pensacola Bay Town Trolley (4)
- Pinellas Suncoast Transit Authority (140)
- Ocala/Marion County (14)
- Orlando Aviation Authority (15)
- Sarasota County Area Transit (50)
- Space Coast Area Transit (24)
- St. Lucie County Transit (44)
- Tallahassee (10)
- Volusia County (29)
- Winter Haven Area Transit Services (22)

Ordering Instructions

Each Procuring Agency will forward to LYNX the executed purchase order for the Buses being purchased. A copy of the purchase order from the Procuring Agency will be simultaneously sent to the Contractor to allow timely production scheduling of the bus order. Each purchase order will contain the pricing for any and all optional equipment and or accessories listed in the Contractor's Response. LYNX will assign each purchase order a tracking and control number and forward the purchase order to the Contractor.

NOTE: The Contractor at **no time** will start performance without receiving a copy of the purchase order from LYNX with the control number.

Invoicing

The Contractor shall submit invoices for orders placed by Procuring Agencies to the address listed on the purchase orders.

Delivery Time

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

FOB Point

All deliveries are F.O.B. Destination – Contractor shall pay shipping costs and will have risk of loss until LYNX takes possession. Contractor shall deliver Services to the address indicated on the individual purchase order.

Acceptance

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

Title

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

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

Pricing

The base pricing of the Buses is as follows:

Bus, Diesel, 30 Foot Low Floor, 102" Wide	\$306,373
Bus, Diesel, 35 Foot Low Floor, 102" Wide	\$316,188
Bus, Diesel, 40 Foot Low Floor, 102" Wide	\$320,983
Weighted Delivery Charge for Florida Agencies	\$6,400

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

BASE EQUIPMENT AND OPTIONS

BASE / (1)	DESCRIPTION	UNIT PRICE (2)
	ENGINE	
Base	Cummins ISL 280 HP w / EGR and Diesel Particulate Filter (Pre 2010)	Base
	2010 EPA Regulatory Changes	\$13,827.00
	THROTTLE PEDAL	
Base	Williams Controls 41 Degree Throttle Pedal	Base
	Williams Controls 45 Degree Throttle Pedal	\$24.00
	Teleflex Adjustable Throttle and Brake Pedal	\$1,225.00
	HYBRID PACKAGE	
Base	NONE	Base
	Allison EP40 Electric Drive System (Pending Availability and Quantities)	\$209,500.00
	Voith Electric Drive System (Pending Availability and Quantities)	\$154,500.00
	ISE Hybrid (Pending minimum Quantities, Certified installation & Successful testing)	QUOTE
	AIR INTAKE RESTRICTION	
Base	Std Donaldson (RBX00-2277)	Base
	Ashcraft (25-1490A02L)	\$23.00
	Filterminder # SP-3832	\$23.00
	Donaldson Informer	\$23.00
	OIL SYSTEM	
Base	Spin On Filters Supplied by Engine Manufacturer	Base
	Spinner II Bypass Model 976	\$745.00
Base	TITAN PROBALIZER OD-1014	Base
Base	FEMCO Oil Drain Plug	Base
	Magnetic Drain Plug	\$24.00
	Delete FEMCO Oil Drain Plug	(\$35.00)
	STARTER	
Base	Delco MT 42 - 24V Electric	Base
	COOLING SYSTEM	
Base	Modine side by side by side plate fin radiator	Base
	EMP Electric Cooling Fan System (Upon production Availability)	Quote
	L&M Radiator (Not Available)	N/A
	Masabi Radiator (Not Available)	N/A
	E - Coat Radiator, CAC & Hydraulic Cooler	\$816.00
	Radiator Tank Guard	\$174.00
	Double Breeze Constant Tension Clamps	\$333.00
Base	Oetiker Constant Torque Clamps	Base
	Gates - Greenstripe Hose	\$198.00

STEERING SYSTEM		
Base	Ross Model TS 65	Base
	TRW Electric Assisted Steering	\$2,286.00
	Standard Size Padded Steering Wheel	\$68.00
EXHAUST SYSTEM		
Base	Diesel Particulate Filter (Active)	Base
Base	Cummins Computest Fitting	Base
ALTERNATOR		
Base	Delco 50 DN (270 AMP)	Base
	Neihoff C-701 (300 AMP)	\$564.00
	Neihoff C-703 (330 AMP)	\$768.00
	Marine Cabling for Charging System	\$1,981.00
TRANSMISSION		
Base	ALLISON B-400R, GEN IV	Base
	VOITH D864.5	\$0.00
	ZF 6HP594	\$2,052.00
Base	"Transynd" Synthetic	Base
Base	TITAN PROBALIZER OD-1014	Base
	DAVCO Electronic Fluid Level Gauge	\$549.00
	Keyed Transmission Lockout Switch on Dash	\$276.00
	Transmission Oil Temperature Gauge (Dash or Rear Run Box)	\$50.00
HUBS		
Base	Hub Piloted Wheels and Axles w/ Grease Seals	Base
	Hub Piloted w/Oil Seals (Per Axle)	\$60.00
	Stud Piloted Wheels and Axles w/ Grease Seals	\$235.00
	Stud Piloted Wheels and Axles w/ Oil Seals	\$295.00
HUBOMETER		
Base	None	Base
	Veeder Root w/o Tenths w/o Guard	\$72.00
	S & A Fleetwatch 392 Electronic	\$376.00
	E J Ward Data System (Includes CANceiver, display unit and Antenna)	\$1,028.00
	Engler (Stemco) Mechanical w/o Tenths w/o Guard	\$79.00
	Engler Hubometer w/ Powder Coat Guard	\$121.00
BRAKES		
Base	S - Cam Drum w/ Wabsco ABS System	Base
	Brake Wear Monitoring System	\$1,420.00
	Two or Four Wheel Disc Brakes (Not available at bid time)	Quote
	WABCO Traction Control	\$130.00
FUEL SYSTEM		
Base	EMCO-WHEATON Posi Lock 105 (Flip Cap or Twist Cap)	Base
	Standard Gravity Fill	(\$513.00)
	Fuel Gauge on dash	\$134.00
	Dual Fill (Curbside and Streetside) w/ Standard Gravity Fill	\$221.00
	80 gallon Net Useable Split Fuel Tanks (29' L/F w/ No Rear Door) for ADA each side	\$1,886.00
	Low Fuel Alarm	\$135.00
FUEL FILTERS		
Base	Spin On Primary and Secondary Fuel Filters	Base

	DAVCO Fuel Pro 384, Heated	\$413.00
	Racor 490R30 Filter w/ Thumbpump	\$200.00
	REAR RUN BOX	
Base	Rear Run Box	Base
	Rear Hand Throttle	\$189.00
	Engine Hour Meter	\$50.00
	A/C Hour Meter	\$63.00
	Voltmeter J1 939	\$50.00
	Oil Pressure Gauge J1939	\$58.00
	Coolant Gauge J1939	\$61.00
	Mechanical Gauges - Murphy Oil Pressure and Coolant Temperature	\$218.00
	AIR SYSTEM - COMPRESSORS	
Base	Cummins 18.7CFM	Base
Base	Shop Air Connection (Milton S790)	Base
	AIR SYSTEM - AIR DRYERS	
Base	Bendix AD9, (300 ci purge)	Base
	Bendix ADIP, Heated	\$98.00
	Bendix Puraguard Air / Oil Separator	\$161.00
	Haldex consep Moisture Ejector, Heated, at Air Dryer	\$150.00
	Wabco SS 1800 Air Dryer, Heated	(\$64.00)
	Chicago Rawhide T2000	\$48.00
	Chicago Rawhide Dual Turbo 2000	\$321.00
	Graham White 'Sludge Buster'	\$992.00
	Kingston Auto Drain Valve at Ping Tank	\$51.00
	Terminate Kneeling Operation Sensor	\$2,928.00
	BATTERIES	
Base	(2) DEKA 8D Side or Top Post Connections	Base
	(4) DEKA Group 31 Top Post	\$245.00
	DEKA AGM Type 8D/Group 31	\$400.00
	Ultra Capacitors	\$5,325.00
Base	Anderson 350 Jump Start Connector (Each)	Base
	Delete Anderson 350 Jump Start	(\$58.00)
	BRT EXTERIOR STYLING PACKAGE	
Base	Standard Styling Package	Base
	BRT Exterior Styling Package (Front & Rear) With One Piece Windshield	\$13,950.00
	BRT Roof Fairings Front and Rear (\$1,250.00 Each)	\$1,250.00
	2 - Piece BRT Windshield w/ Destination Sign Glazing w/ Standard LF Rear Cap	\$10,946.00
	WHEELCHAIR RAMP	
Base	LIFT-U, 6:1 Ratio, Front Door Only	Base
	Ricon, 6:1 Ratio, Front Door Only (Upon production availability)	(\$842.00)
	HEATING / AIR CONDITIONING	
Base	TK Intelligaire 2 w/ X 616 Compressor, R134A, Reliance Brushless Cond. & Evap. Motors	Base
	TK System w / General Electric Field Wound Motors (Cond & Evap)	(\$1,700.00)
	TK System w / General Electric P.M. Motors	(\$2,700.00)
	TK System w / X 426 / x 430 Compressor	(\$1,900.00)
	TK System w / S391 Screw Compressor	(\$1,400.00)
	TK Pressure and Return Gauges Mounted to Unit	\$344.00
	Carrier Micro Max w/ 05G Compressor, R1 34A, GE P.M. Motors (Cond & Evap)	(\$3,422.00)

	Carrier Micro Max w / Brushless Motors	(\$2,022.00)
	R407C Refrigerant	\$222.00
Base	Modified Houston Pull Down Requirements	Base
	Delete Modified Houston Pull Down, add Enhanced Insulation Package	(\$1,500.00)
Base	MCC Drivers Heater w / Brushless Motors	Base
	MCC drivers Heater w / Brush Motors	(\$211.00)
	MCC Front Stepwell / Threshold Heater w/ Brushless Motor (Each)	\$228.00
	MCC Underseat / Rear Stepwell Heater w/ Brushless Motor (Each)	\$288.00
	MCC Underseat / Rear Stepwell Heater w/ Brush Motor (Each)	\$246.00
	Warm Welcome Mat (Rear Door)	\$189.00
	Warm Welcome Mat (Installed on W/C Ramp)	\$299.00
	AUXILIARY COOLANT HEATER	
Base	None	Base
	Webasto Model Thermo 300 (104,000 btu) Coolant Heater	\$2,423.00
	Webasto Model Thermo 230 (80,000 btu) Coolant Heater	\$2,383.00
	Proheat Model X80 (80,000 btu) Coolant Heater	\$2,531.00
	Proheat Model X50 (50,000 btu) Coolant Heater	\$2,490.00
	Proheat Model X45 (45,000 btu) Coolant Heater	\$2,450.00
	REAR DOOR	
Base	34' Wide Rear Door w/ Full Driver Control (Air Open / Spring Close)	Base
	48' Wide Rear Door w/ Full Driver Control (Air Open / Spring Close)	\$1,495.00
	56' Wide Rear Door w/ Full Driver Control (Air Open / Air Close)	\$1,705.00
	Passenger Open (Push Open / Spring Close)	(\$410.00)
	Touch Bars (Air Open / Spring Close)	\$943.00
	Touch Bars w / Driver Override	\$992.00
	Touch Tape in place of Touch Bars	\$762.00
	Vapor CLASS Acoustic (Photo Sensor)	\$2,993.00
	Vapor V Touch (Electronic Touch Bar)	\$987.00
	Exterior Air Release (Front Door Control Valve)	\$98.00
	Driver Push Button Door Controls	\$179.00
	Delete Rear Door, add two seats	(\$860.00)
	WHEELS	
Base	(7) Powder Coated Steel Wheels (White or Black)	Base
	(7) Aluminum Alcoa - Full Polish	\$1,955.00
	(7) Aluminum Alcoa - Full Polish w / Dura Bright finish	\$2,487.00
	(7) Aluminum Alcoa - Machine Finish	\$1,705.00
	(7) Aluminum Alcoa - Machine Finish w / Dura Bright Finish	\$2,245.00
	Delete Spare Wheel	(\$110.00)
	ADD Dura Flange to Alcoa	\$770.00
	TIRES	
Base	Customer Supplied	Base
	Gillig Supplied (7) Michelin XZU2 (305 / 85R / 22.5)	\$2,966.00
	Gillig Supplied (7) Michelin XZU2 (305 / 70R / 22.5)	\$2,896.00
	Gillig Supplied (7) Michelin XZU2 (275 / 70R / 22.5)	\$2,695.00
	Gillig Supplied (7) Goodyear G152 (305 / 85R / 22.5)	\$4,603.00
	Gillig Supplied (7) Goodyear G152 (305 / 70R / 22.5)	\$3,780.00
	Gillig Supplied (7) Goodyear G152 (275 / 70R / 22.5)	\$3,133.00
	Gillig Supplied (7) Firestone 18J (315 / 80R / 22.5)	\$3,658.00
	Gillig Supplied (7) Firestone 16H (305 / 70R / 22.5)	\$3,675.00

	Gillig Supplied (7) Bridgestone 16H (275 / 70R / 22.5)	\$3,675.00
	Tire Pressure Monitoring System	\$1,357.00
	DRIVER'S SEAT	
Base	Recaro Ergo Metro w / Fabric Seat and Back w/ Gray Fabric Boxing	Base
	USSC 9100 ALX w/ Fabric Seat and Back w / Gray Fabric Boxing	\$446.00
	USSC 9100 ALX - 3 w/ Fabric Seat and Back w / Gray Fabric Boxing	\$944.00
	Add Headrest	\$108.00
	Add Armrest (Right side only)	\$97.00
	Add Shoulder Belt (Recaro)	\$195.00
	Drivers Seat Vacancy Alarm	\$197.00
	Safety Orange Shoulder Belt (US SC ALX)	\$0.00
	Silicon Foam at Lower Seat Cushion (USSC)	\$431.00
	Holdsworth Fabric	\$257.00
	FR Treated Foam (Recaro)	\$187.00
	USSC Q90 ALX	\$611.00
	USSC Q91 ALX3	\$903.00
	PASSENGER SEATS	
	SEE ATTACHED SHEET FOR PASSENGER SEAT OPTIONS	
	WHEELCHAIR SECUREMENT	
Base	AMSECO - A.R.M.	Base
	USSC - FIRST	\$0.00
	FREEDMAN - FIRST	\$0.00
	Q'Straint - QRT	\$380.00
	USSC - V-PRO	\$330.00
	Sure LOK - RTT Electric	\$4,792.00
	Sure LOK - RTT Manual	\$2,500.00
	PASSENGER SIGNALS	
Base	Pullcords - Above Windows (Neutral or Yellow) w / Touch Pad at W/C positions	Base
	Touch Tape (At Window Mullions) (35' / 40')	\$971.00
	Touch Tape (At Window Mullions) (29')	\$499.00
	Button at Exit Door Vertical Stanchion	\$86.00
	Additional Amber Stop Request Lamp Mounted on Driver's Dash	\$36.00
	DRIVER'S BARRIER	
Base	Wrap Around Fiberglass (35' / 40' L/F)	Base
	Wrap Around Fiberglass w/o Schedule Rack Cutouts (35' / 40')	\$315.00
	Plexiglass Drivers Security Enclosure (35' / 40')	\$1,317.00
Base	Flat Melamine, Two Piece (29' L/F)	Base
	Flat Melamine, Two Piece, w / (4) Schedule Holders	\$297.00
	EXIT DOOR MODESTY PANELS	
Base	Standard Melamine Panels on Lower Section	Base
	Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door	\$168.00
	STANCHIONS / GRAB RAILS / STRAPS	
Base	Stainless Steel Stanchions and Grab Rails and Modesty Panel Tubes	Base
	Powder Coated Vertical Stanchions, Grab Rails and Modesty Panel Tubes	\$642.00
	Powder Coated Vertical Stanchions only	\$225.00
	Farebox Guard Rail	\$112.00
	Grab Rail Forward Wheel Housing	\$68.00
	Luggage Rack 68', Two-Tier with Fixed Shelf's	\$872.00
Base	(14) Vinyl Coated Nylon Grab Straps 40' (10) straps on 30'	Base

	Delete Vinyl Coated Nylon Grab Straps - each	\$20.00
	SSTL Spring Loaded Grab Handle (Cost per Handle)	\$132.00
	WINDOWS	
	<i>SEE ATTACHED SHEET FOR WINDOW OPTIONS</i>	
	EXTERIOR LAMPS	
Base	Tail Lights - Manufacturer Dialite LED, Fixture Size - 4' diameter	Base
	Tail Lights - Manufacturer Dialite LED, Fixture Size - 7' diameter	\$122.00
	AUXILIARY EXTERIOR LIGHTS	
Base	Four (4) 4' Diameter LED Auxiliary Brake Lights	Base
	Two (2) 4' Diameter LED Auxiliary Brake Lights	\$114.00
	Add Hoods	\$197.00
	JKA Enterprises LED 'STOP' Light	\$561.00
	Exterior Curb lamps, front & rear - J.W. Speaker White Housing LED's	\$436.00
	Triangle Amber LED Yield Sign	\$582.00
	Two (2) Red LED Brake Strip Lamps	\$198.00
	Delete LED Auxiliary Brake Lights	(\$204.00)
	Decel Lights (2) - non-flashing only (Per NHTSA)	\$114.00
	Beacon Light (not available per NHTSA)	N/A
	INTERIOR LIGHTS	
	<i>SEE ATTACHED SHEET FOR INTERIOR LIGHT OPTIONS</i>	
	COMMUNICATION RADIO SYSTEM	
Base	Per-Wire:12V/40A Direct Battery & 12V/10A Ignition (Route to RH Dash & Ele. Equip. Box) and Install Roof Mount RF/GPS/Cellular Antenna	Base
	Motorola XLT 2500, 10-35 W, 800MHZ w/ DEC Box and Silent Alarm Switch	\$5,155.00
	Motorola XLT 5000	\$5,466.00
	Motorola CM200 or CM300, 45W, 439 -470-MHZ	\$1,500.00
	Motorola CDM 1250	\$2,424.00
	DC Power Filter for Radio Wiring	\$140.00
	Hand Microphone	\$65.00
	ASP930 Radio Antenna	\$78.00
	Antenna Specialist ASP-572	\$78.00
	Customer Specified Two Way Radio and Installation	Quote
	PUBLIC ANNOUNCEMENT SYSTEM	
Base	REI Model 750040 PA w / handheld Mic w / (8) Flush Mount Speakers 40' (6) w / 30'	Base
	Luminator IVS w / GPS capability, w / LED Sign, w/o Mapping	\$6,987.00
	DR 600 Vehicle Logic Unit w / GPS capability, w / LED Sign, w/o Mapping	\$6,838.00
	Clever Devices - Speakeasy II	\$1,160.00
	REI Echo PA System	\$881.00
	Shure Brothers Lapel Microphone w/ REI PA System	\$128.00
	Midwest Lapel Microphone (Use w/ Voice annunciation System)	\$444.00
	Interior LED Sign	\$1,025.00
	Mapping and Database Setup for GPS per Customer Requirement	Quote
	INTELLIGENT VEHICLE NETWORKS	
Base	None	Base
	Clever Devices IVN III w / Voice Annunciation, APC, Wireless LAN	\$18,127.00
	AVAIL IVN w / MDC, GPS, APC, WLAN	\$21,837.00
	Siemens Transit Master (Pending System Specification)	Quote

	Orbital TMS CAD/AVL System w/ Voice Annunciation, APC (Pending System Specification)	Quote
	Intelligent Vehicle System Prewire Only (Pending System Specification)	Quote
	Trimble 'Button' Antenna	\$345.00
	Low Profile Blade Antenna	\$110.00
	Tacho Link Event Data Recorder	\$2,664.00
	PLEASURE RADIO	
Base	None	Base
	AM / FM / CD	\$213.00
	Drivers Speaker w/ Separate Volume Control	\$57.00
	FAREBOX	
Base	No Farebox , Power Circuit and Groundstrap Only	Base
	GFI 41' Cents-a-Bill w/ Trim	\$14,573.00
	GFI 41' Odyssey	\$15,969.00
	Diamond Model H w / Two (2) Vaults	\$1,820.00
	Diamond Model SVw / Two (2) Vaults	\$1,119.00
	Main T1 Farebox w / Two V1 Vaults in Standard Paint Colors	\$1,151.00
	Main M 4 Farebox w / Two V4 Vaults in Standard Paint Colors	\$1,020.00
	Main SL 5 Farebox w / Two V5 Vaults in Standard Paint Colors	\$2,653.00
	Cubic Fare Box (Pending System Specification)	Quote
	Denominator Manual Passenger Counter (Rows X Tallies \$32.)	Quote
	Incandescent Farebox Lamp, Ceiling mounted	\$82.00
	Globe Transfer Cutter	\$57.00
	DESTINATION SIGNS	
Base	Twin Vision 100% AMBER LED, Front, Curb Side, Rear	Base
	Twin Vision Chroma I Color LED Front	\$2,438.00
	Twin Vision Chroma IV 100% Color LED	\$9,330.00
	Twin Vision 24 x 200 Front Amber LED Sign	\$3,333.00
	Luminator GEN 4 Horizon 100% Amber LED Front , Curbside, Rear	\$0.00
	Luminator Spectrum 100% Amber LED Front , Curbside, Rear	\$8,872.00
	Add Street Side Sign (Amber LED)	\$1,800.00
	Delete Rear Sign	(\$700.00)
	Program Software (Twin Vision)	\$1,131.00
	Luminator Programming Software and Flash Cards	\$1,104.00
	Transign Curtain Front and Side Sign	(\$870.00)
	Heated Front Sign Glazing	\$210.00
	DASH MOUNTED SIGN	
Base	Transign, (4) Character, Metal Housing	Base
	Transign, (3) Character, Metal Housing	(\$22.00)
	Transign, (2) Character, D-1 853, Metal Housing	(\$42.00)
	Twin Vision Electronic Front Dash Sign	\$594.00
	Luminator Electronic Front Dash Sign	\$813.00
	Delete Front Run Sign	\$246.00
	FLOOR COVERING & MATERIAL	
Base	Greenwood ACQ Plywood w/ RCA Rubber	Base
	Altro Transfloor	\$400.00
	Composite Sub Floor	\$4,300.00
	Rear Seat Riser for Forward Facing Seats	\$1,136.00
	Front Seat Risers for Forward Facing Seats (Each side)	\$747.00

ROOF HATCHES		
Base	Manual Hatch at Front and Rear Positions	Base
	Delete one (1) Roof Hatch Position	(\$230.00)
	Electric Hatch with Driver Control (per position)	\$552.00
EXTERIOR MIRROR		
Base	B&R One Piece 8' x 8' Flat Glazing w/ Stainless Steel Arms, Remote Both Sides	Base
	B&R One Piece 8' x 8' Flat Glazing w/ S.S. Arms, Manual w/ 6' Spot Mirror	(\$86.00)
	B&R 6'x 14" 2 Piece, Heated, Remote Both Sides	\$188.00
	B&R 8' x 15' 2 Piece, Heated, Remote Both Sides	\$475.00
	B&R 9' x 11' 2 Piece, Heated, Remote Both Sides	\$296.00
	B&R 9' x 13' Class 'A' 2 Piece, Heated, Remote Both Sides	\$660.00
	B&R 10'x 11' 1 Piece, Heated, Remote Both Sides	\$184.00
	B&R 10 x 13' 1 Piece, Heated, Remote Both Sides	\$197.00
	Rosco 8' x 15' 1 Piece, Heated Remote Both Sides	\$268.00
	Lucerix Metagal 7' x 15' 2 Piece, Heated Remote Both Sides	\$172.00
	Delete Remote Mirror Controls and Heated (\$20.00 per side)	\$20.00
INTERIOR MIRRORS		
Base	Mirror - 8 1/2' x 16'	Base
	Mirror - 4.75' x 15'	(\$18.00)
PAINT & DECALS		
Base	One Color w / Roof Numbers	Base
	(2)Colors, With or Without Black Mask at Windows	\$710.00
	(3)Colors, With or Without Black Mask at Windows	\$1,140.00
	Basic Decal Package (Up to Three Strips or Equivalent Design)	\$790.00
	Custom Paint / Decal Design (Per Spec)	Quote
	Clear Coat Complete Bus	\$740.00
	Gillig Provide Design Services for Paint / Decal Layout	\$750.00
	Delete Roof Numbers	(\$68.00)
ELECTRICAL / MULTIPLEXING		
Base	Dinex , I/O Controls G3 System	Base
	I/O Controls Wireless RF Module	\$1,011.00
	I/O Controls, Gateway Module (Included in the ITS Prewire Option)	\$542.00
	Cole Hersee 12063 Electrical Tow Connector	\$103.00
ELECTRICAL STORAGE BOX		
Base	33'H x 20'D x 22.5'W, 13-42920F006	Base
	33'H x 20'D x 22.5'W, 13-42920F014, w / Louvered Back Panel	\$222.00
	33'H x 20'D x 22.5'W, 13-42920F, w / 2 - Doors	\$156.00
SCHEDULE RACKS		
Base	None	Base
	Innocom Schedule Racks 3.75' x 7' x 1.5'	\$14.00
	Innocom Schedule Racks 8.62' x 1' x 1'	\$25.00
	22' x 21' Black, RH Load Open Back	\$103.00
	Transit Information Products -19'x 21' OBIC 19/214PILTRMC	\$281.00
	Transit Information Products -19'x 21' OBIC10P2LTRMC	\$383.00
FIRE SUPPRESSION SYSTEM		
Base	Amerex V-25 System	BASE
	JOMAR Firestick Liquid	\$410.00
	Kidde - Dual Spectrum	\$189.00
	Delete Amerex	(\$1,800.00)

BIKE RACK		
Base	None	Base
	Sportworks - 2 position Bike, Black Powder Coated	\$1,086.00
	Sportworks - 2 position Bike, Stainless Steel	\$1,412.00
	Velo Porter	\$1,487.00
	Midwest Bus - BYK RYK	\$885.00
	Bike Rack Deployed Lamp on Dash	\$97.00
	Bike Rack 5' Spot Mirror	\$38.00
	Bike Rack Mounted Advertising Frame, 14'x 44'	\$216.00
	Mounting Brackets Only	\$298.00
VIDEO SURVEILLANCE SYSTEM		
Base	None	Base
	(4) Camera Pre Wire Package	\$1,936.00
	SEON TR4F w/ Audio, 3 Sensor Inputs, 80 GiG, Remote Mic, Silent Alarm	\$4,335.00
	Safety Vision RR6000 Pro w (4) Digital Color Cameras, 120 GB DVR, w / Audio	\$5,816.00
	MARCH Network (8) Camera System	\$9,997.00
	REI Bus Watch Digital	\$3,734.00
	TVSS Claim Safe III w / 4 Digital Cameras	\$6,272.00
	Mobileview IV Digital, (5) Cameras, 250 GB DVR, w / Audio	\$7,699.00
	Rear View Camera System	\$1,102.00
	Add Additional Color Camera	\$440.00
	Central Station Mobileview (Kalatel)	\$4,973.00
	Desk Top Viewing Station (REI)	\$3,300.00
	Video Test Kit Mobileview IV-Kalatal	\$1,327.00
AUTOMATIC PASSENGER COUNTER		
Base	None	Base
	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	\$11,841.00
	UTA APC Sensors, Cabling, CPU Only	\$4,666.00
SAFETY EQUIPMENT		
Base	Fire Extinguisher and Safety Triangle Kit	Base
	Twenty-Four Unit First Aid Kit	\$62.00
	Ten Unit First Aid Kit	\$37.00
	Blood Born Pathogens Kit	\$37.00
	Bio- Hazard Disposal Kit	\$37.00
	(3) 20 -Minute Road Flares	\$26.00
	Wheel Chocks (Per Set)	\$26.00
MANUALS		
Base	Drivers Handbook (1 Manual / 1 CD Per 3 bus order)	Base
Base	Service Manual (1 Manual / 1 CD Per 3 bus order)	Base
Base	Parts Manual (1 Manual / 1 CD Per 3 bus order)	Base
Base	Electrical Schematics (1 Manual / 1 CD Per 3 bus order)	Base
Base	Vender manuals (1 Manual / 1 CD Per 3 bus order)	Base
	Additional Driver's Handbook	\$25.00
	Additional Service Manuals	\$125.00
	Additional Parts Manuals	\$125.00
	Additional Electrical Schematics	\$125.00
	Additional Electrical Multiplex	\$25.00
	Additional Cummins ISL Manuals (4 Books)	\$550.00

	Additional Allison B400 Manuals (6 Books)	\$195.00
	Additional ZF 6HP594 Manuals (5 Books)	\$165.00
	Additional Voith Manuals (7 Books)	\$60.00
	Additional Amerex Manuals	\$45.00
	Additional TRW Steering Gear Manuals	\$15.00
	Additional Thermo King Manual	\$45.00
	Additional Carrier HVAC Manuals (2 books)	\$45.00
	Additional CD's	\$65.00
	TRAINING	
Base	None	Base
	Operator Orientation - 8 hours, (Customer Property) Price Proposal Form	\$1,250.00
	Maintenance Orientation - 4 hours, (Customer Property) Price Proposal Form	\$625.00
	Technical Training - 96 hours, (Customer Property) Price Proposal Form	\$14,000.00
	Body, Chassis, Suspension and Steering - (24 hour class) , Procuring Agency Property	\$3,500.00
	Electrical and Electronics - (24 hour class) , Procuring Agency Property	\$3,500.00
	Air and Brake Systems - (24 hour class) , Procuring Agency Property	\$3,500.00
	HVAC And Climate controls - (8 hour class) , Procuring Agency Property	No Charge
	Engine - (24 hour class), Per Student	\$1,050.00
	Transmission - (24 hour class) , Per Student	\$1,050.00
	Wheelchair Ramp - (4 hour class), Procuring Agency Property	No Charge
	Destination Sign - (8 hour class), Procuring Agency Property	No Charge
	Doors - Procuring Agency Property, Included in Body/Chassis	
	Axles and Tires - Procuring Agency Property, Included in Body/Chassis	
	Fire Suppression - (8 hour class), Procuring Agency Property	No Charge
	Hybrid Drive - (16 hour class), Procuring Agency Property	\$5,300.00
	Engine OEM Training (24 Hour Class, 2 persons) , At Local Dealer	\$2,100.00
	Transmission Training (24 Hour Class, 2 persons) , At Local Dealer	\$2,100.00
	Hybrid Transmission Training - (24 Hour Class, 2 persons), At Local Dealer	\$5,300.00
	Data Communications System OEM Training (2 persons) , At Local Dealer, Pending System Spec	Quote
	Hybrid Drive OEM Training (2 persons) , At Local Dealer	\$5,300.00
	Fare Collection OEM Training (2 persons) , At Local Dealer	\$3,500.00
	TRAINING MODULES	
	ISL/B400R Power Plant	\$103,950.00
	ISL/Voith D864.5	\$103,950.00
	ISL/ZF HP594	\$104,902.00
	HVAC Training Module	\$26,250.00
	I/O Controls Multiplex Board	\$17,525.00
	Air Brake Training Board	\$16,910.00
	WARRANTY and/or EXTENDED COVERAGES	
Base	Complete Bus - 1 year / Unlimited Miles	Base
	Complete Bus - 1 Year / 50,000 Miles - Deduct	(\$500.00)
Base	Engine - 5 Year /300,000 Miles	Base
	Engine - 2 Year / Unlimited Miles - Deduct	(\$3,200.00)
Base	Transmission - 5 Year / Unlimited Miles (Voith/ZF limit 300,000 Miles)	Base
	Transmission - 2 Year / 100,000 Miles - (Allison) Deduct	(\$2,100.00)
	Transmission - 2 Year / 100,000 Miles - (Voith) Deduct	(\$2,100.00)

	Transmission - 2 Year / 100,000 Miles - (ZF) Deduct	(\$2,100.00)
Base	Hybrid Drive System 2- Year / 100,000 Miles	Base
Base	Differential - 2 Year / Unlimited Miles	Base
	Differential - 2 Year / 100,000 Miles - Deduct	(\$375.00)
Base	HVAC - 3 Year Unlimited Miles	Base
	HVAC - 2 Year Unlimited Miles - Deduct (TK)	(\$1,450.00)
	HVAC - 2 Year Unlimited Miles - Deduct (Carrier)	(\$500.00)
Base	Starter Motor - 1Year / Unlimited Miles	Base
Base	Basic Body Structure - 3 Years / Unlimited Miles	Base
Base	Wheelchair Ramp - (Lift-U) 3 Year / Unlimited (Parts Only)	Base
	Wheelchair Ramp - (Lift-U) 1 Year (Parts Only) - Deduct	(\$300.00)
Base	Wheelchair Ramp - (Ricon) 2 Year / Unlimited	Base
Base	Exterior Paint - 3 Year / Unlimited Miles	Base
Base	Structure/ Body Integrity Against Corrosion - 7 Year / Unlimited Miles	Base
	Structure/ Body Integrity Against Corrosion - 7 Year / 350,000 Miles	(\$500.00)
Base	Sub Floor - 12 Years / Unlimited Miles	Base
Base	Rubber Floor Material - 12 Year / Unlimited Miles	Base
Base	Body and Window Frames Against Leakage - 7 Year Unlimited Miles	Base
	Body and Window Frames Against Water Leakage - 4 Year / 200,000 Miles	(\$600.00)
	Body and Window Frames Against Water Leakage - 1 Year / 50,000 Miles	(\$1,200.00)
QTY	SPARE PARTS	
1	Differential Center section (Drop in Only)	\$4,760.00
1	X 426 / 430 A/C compressor w / Clutch assembly	\$5,255.00
1	A/C Compressor - S 391	\$5,390.00
1	Reliance Brushless Condenser Motor	\$1,015.00
1	Reliance Brushless Evaporator Motor	\$1,070.00
1	Heater Core	\$880.00
1	Set Wiper Motors	\$484.00
1	Set Windshields (Standard Transit)	\$480.00
1	Set of (3) One Piece BRT Windshields	\$3,068.00
1	2 Piece BRT Windshield	\$232.00
1	Set of Window Glazing (29') - Hidden Frame Fixed	\$8,151.00
1	Set of Window Glazing (35') - Hidden Frame Fixed	\$10,357.00
1	Set of Window Glazing (40') - Hidden Frame Fixed	\$12,014.00
1	Set of Skirt Panels (29')	\$2,990.00
1	Set of Skirt Panels (35')	\$3,520.00
1	Set of Skirt Panels (40')	\$3,905.00
1	Engine Power Pack (ISL / Allison)	\$55,260.00
1	Engine Power Pack (ISL / Voith)	\$55,260.00
1	Engine Power Pack (ISL / ZF)	\$56,212.00
1	Engine ISL 280 HP (w/o DPF)	\$24,880.00
1	Allison Transmission (B400R)	\$20,080.00
1	Voith Transmission (864.5)	\$20,080.00
1	ZF Transmission (6HP 592/4)	\$21,032.00
1	Set of Twin Vision Destination Signs, 100% Amber LED, (Front , Side , Rear)	\$8,600.00
1	Set of Luminator Destination Signs, 100% Amber LED, (Front , Side , Rear)	\$8,600.00
1	Twin Vision Front Electronic Dash Sign	\$813.00
1	Luminator Front Electronic Dash Sign	\$813.00
1	Set Entrance Doors	\$2,650.00

1	Set of Exit Doors 34'	\$2,440.00
1	Set of Exit Doors 48'	\$3,860.00
1	Set of Exit Doors 56'	\$4,210.00
1	Door Motor	\$2,110.00
1	Left Rear Corner Panel	\$230.00
1	Right Rear Corner Panel	\$230.00
1	Rear Bumper	\$1,095.00
1	Front Bumper	\$1,380.00
1	Right Front Bumper Corner	\$190.00
1	Left Front Bumper Corner	\$190.00
1	Right Rear Bumper Corner	\$175.00
1	Left Rear Bumper Corner	\$175.00
1	Front Cap (Standard Transit)	\$3,340.00
1	Front Cap (BRT)	\$3,695.00
1	Set of Access Doors 29' L/F (Radiator, Trans, RR Fender, LR Fender, Battery, Front)	\$2,475.00
1	Set of Access Doors 35' L/F (Radiator, Trans, RR Fender, LR Fender, Battery, Front)	\$2,650.00
1	Set of Access Doors 40' L/F(Radiator, Trans, RR Fender, LR Fender, Battery, Front)	\$2,910.00
1	LIFT-U Wheel Chair Ramp 6:1 Ratio,	\$8,557.00
1	Ricon Wheel Chair Ramp 4:1 Ratio	\$7,354.00
1	Sportworks - 2 Bike, Black Powder Coated	\$1,173.00
1	Sportworks - 2 Bike, Stainless Steel	\$1,525.00
1	GFI 41' Cents-a-Bill w/ Trim	\$14,937.00
1	GFI 41' Odyssey	\$16,185.00
1	Delco 50 DN	\$1,995.00
1	Neihoff C-701	\$2,140.00
1	Neihoff C-703	\$2,300.00
1	Set of Drums and Linings 35' & 40' L/F (Front)	\$1,315.00
1	Set of Drums and Linings 35' & 40' L/F (Rear)	\$1,135.00
1	Set of Drums and Linings 29' L/F (Front)	\$1,030.00
1	Set of Drums and Linings 29' L/F (Rear)	\$1,080.00
	DIAGNOSTIC HARDWARE	
1	Laptop PC - Dell Pentium M	\$2,574.00
1	Printer (J-38480-A)	\$768.00
	ELECTRICAL DIAGNOSTICS	
1	Set of Multiplexing Diagnostics (includes the 7 following items)	\$5,184.00
Included	Circuit Tester	Incl w/ set
Included	Program Loader	Incl w/ set
Included	Program	Incl w/ set
Included	ID Writer/verification	Incl w/ set
Included	RS232/RS485 Converter	Incl w/ set
Included	Software, Real Time Ladder Logic	Incl w/ set
Included	Hand-Held Computer	Incl w/ set
	ENGINE DIAGNOSTICS	
1	Cummins Inline 5 Adapter Kit, Insite Basic	\$1,356.00
	ENGINE TUNE-UP KIT	
1	Cummins Tune-Up Kit (includes the following)	\$5,441.00

	Pressure Gauge	Incl w / Kit
	Torque Wrench	Incl w / Kit
	Oil Filter Wrench	Incl w / Kit
	Engine Coolant & Fuel Wrench	Incl w / Kit
	Belt Tension Gauge	Incl w / Kit
	Belt Tension Gauge	Incl w / Kit
	Charge-A/C CAC Pressure Kit	Incl w / Kit
	Engine Barring Gear	Incl w / Kit
	Torque Wrench	Incl w / Kit
	Roller Follower Rem. & Installation Tool	Incl w / Kit
	Compuchek Fitting	Incl w / Kit
	TRANSMISSION DIAGNOSTICS	
1	Allison Cable & Software	\$1,636.00
1	Voith Cable & Software	\$665.00
1	Voith Service Tool Kit	\$4,290.00
1	Set of ZF Diagnostics (Includes the 3 following items)	\$3,240.00
Included	Testman Diagnostic System	Incl w / Set
Included	SAE Cable	Incl w / Set
Included	Ecomat Testman Software	Incl w / Set
	DESTINATION SIGN PROGRAMMING	
1	Luminator Flash Card & Software	\$471.00
1	Twin Vision Flash Card	\$200.00
1	Twin Vision Software Package	\$667.00
	HVAC SPECIAL PURPOSE	
1	TK Intelligaire II Diagnostics	\$521.00
1	Carrier Micromax ATE Diagnostics	\$295.00
1	Webasto Diagnostic Tool	\$782.00
1	Van Steenburgh Regional Recovery System (JV90-1)	\$9,749.00
	TOWING & HOISTING	
1	Set Towing Adapters / Tow Bar	\$4,943.00
1	Set of Hoist Adapters (Includes the 4 following items)	\$2,681.00
Included	Front Saddle	Incl w / set
Included	Front Adapters	Incl w / set
Included	Rear Saddle	Incl w / set
Included	Rear Adapters	Incl w / set
	BRAKE SYSTEM DIAGNOSTICS	
1	Meritor Software (Tool Box), Serial Link / Interface Kit	\$1,093.00
	HYBRID DRIVE TOOLS	
1	Special Purpose Hybrid Drive Tool Kit	\$21,826.00
	MISCELLANEOUS ALTERNATIVES	
Base	None	Base
	Engine Dolly	\$4,530.00
	Phillips Thermo Block Heater	\$96.00
	Engine Skid Protection	\$306.00
	EMCO-Wheaton Posi-Lock Nozzle	\$617.00
	Mobile Receiver for S&A 392 Hubodometer	\$1,150.00
	Floor Mounted 4-way Flasher Switch	\$72.00
	Cup Holder	\$46.00
	Auxiliary Drivers Fan	\$76.00

Stainless Steel Trash Bag Holder	\$66.00
Transfer Cutter	\$48.00
Keyed Ignition Switch	\$23.00
Fiber Optic Backlighting on Drivers Dash	\$633.00
12V Power Port on Driver Dash	\$65.00
Exterior Ad Frame- Front 21' x 40'	\$92.00
Exterior Ad Frame- Curbside 30' x 88'	\$132.00
Exterior Ad Frame-Streetside 30' x 144'	\$171.00
Exterior Ad Frame Rear 21' x 72'	\$121.00

INTERIOR LIGHT OPTIONS			
Description	29'	35'	40'
I/O Controls LED Interior Lights	Base	Base	Base
Pretoria LED Interior Lights	\$0.00	\$0.00	\$0.00
Open Bottom Racks	\$5,762.00	\$10,266.00	\$12,695.00
Suburban Package Racks / Open Bottom	\$9,082.00	\$10,663.00	\$12,809.00
WINDOWS OPTIONS			
Description	29'	35'	40'
Laminated Safety Glass (1/4') - Framed Sliders	Base	Base	Base
Laminated Safety Glass (1/4') - Framed Fixed	(\$1,040.00)	(\$1,550.00)	(\$1,889.00)
Laminated Safety Glass (1/4') - Framed Transom	(\$264.00)	(\$614.00)	(\$991.00)
Hidden Framed Bonded - Fixed	\$1,506.00	\$1,555.00	\$1,674.00
Hidden Framed Bonded - Transom	\$2,487.00	\$3,064.00	\$3,485.00
Add Window Guards (Acrylic Liner or Film)	\$1,067.00	\$1,486.00	\$1,720.00
PASSENGER SEAT OPTIONS			
Description	29'	35'	40'
AMSECO - 6468	Base	Base	Base
AMSECO - Insight	\$1,530.00	\$1,951.00	\$2,296.00
AMSECO - Metropolitan	\$595.00	\$618.00	\$728.00
AMSECO - 6466	\$2,124.00	\$2,970.00	\$4,130.00
AMSECO - 6566	Quote	\$5,067.00	\$6,248.00
AMSECO - 2005 / 6466 Suburbans	Quote	\$3,391.00	\$3,957.00
AMSECO - Innovator 850	\$8,092.00	\$10,527.00	\$13,027.00
Freedman - Angel	\$1,303.00	\$2,490.00	\$3,418.00
Freedman - Citiseat	\$491.00	\$1,237.00	\$1,937.00
Freedman - Citipro	\$2,627.00	\$3,695.00	\$4,911.00
Freedman - Diablo	(\$652.00)	(\$273.00)	\$258.00
Freedman - Patriot	Quote	\$1,182.00	\$780.00
USSC Aires - 4MA	\$4,513.00	\$5,637.00	\$6,632.00
USSC Mariella 6MZ	\$2,190.00	\$3,511.00	\$3,906.00
Add (3) Passenger Seats to Curbside Wheelwell (29' L/F Only)	\$997.00		
Add (2) Passenger Seats to Curbside Wheelwell (29' L/F Only)	\$665.00		
Hinged Rear Settee	\$269.00	\$269.00	\$269.00

TROLLEY STYLING PACKAGE			
Description	29 ft	35 ft	40 ft
Classic San Francisco	\$49,680.00	\$56,325.00	\$63,050.00
Options			
Wood Seats	\$8,064.00	\$8,260.00	\$8,710.00
Wood Trimed Drivers Barrier	Included	\$413.00	\$413.00
Wood Trimed Electrical Box	\$250.00	\$125.00	\$125.00
Brass Powdercoated Stanchions & Grab Rails	\$2,600.00	\$2,700.00	\$2,800.00
Add Vinyl Seat Cushions	\$3,100.00	\$3,430.00	\$3,860.00
Add Cow Catcher	\$2,700.00	\$2,700.00	\$2,700.00
Add Ropelights	\$2,700.00	\$2,800.00	\$2,900.00
Add Vintage Style Graphics Package	\$4,800.00	\$4,900.00	\$5,000.00
Add for Hybrid Roof Compatibility	\$4,300.00	\$4,300.00	\$4,300.00
2 Color Custom Paint for Trolley	\$1,608.00	\$1,608.00	\$1,608.00
Brown Leather Overhead Grab Straps - Each	\$30.00	\$30.00	\$30.00

EXHIBIT "B"

MINORITY BUSINESS ENTERPRISE
(MBE) CERTIFICATION

Gillig LLC, Box 3008, Hayward, California, hereby certifies that Gillig LLC has complied with the requirements of 49 CFR, Section 26 of the Transportation Assistance Act of 1982, and submitted the required documents to the Federal Transit Administration (FTA), formerly U.M.T.A.

FTA does not provide evidence of approval directly to manufacturers. However, transit customers may call the FTA for verification:

CYNTHIA PHIFER
Regional Civil Rights Director
FEDERAL TRANSIT ADMINISTRATION
Office of Civil Rights
1200 New Jersey Street SE, 5th Floor, Office E54-427
Washington, DC 20590
Phone: 202-366-4018

GILLIG LLC

By  _____
BRIAN MACLEOD
TITLE SENIOR VICE PRESIDENT
DATE JANUARY 29, 2009

Walters, Vivian (RER)

From: Delgado, Carlos (MDT)
Sent: Wednesday, October 17, 2012 1:54 PM
To: Lee, Jesus (ISD)
Cc: Silva, Rita (ISD); Villar, Robert (MDT); Mondesir, Daniel (MDT); Shields, Fred (MDT)
Subject: RE: New ARRA Grant Buses - 2013

Jesus,

This is to confirm that the funding source is ARRA.

Please advise if you need more information.

Thanks

Carlos M. Delgado, P.E.
Miami-Dade Transit
305-637-3709
miamidade.gov
"Delivering Excellence Every Day"

From: Lee, Jesus (ISD)
Sent: Wednesday, October 17, 2012 10:25 AM
To: Delgado, Carlos (MDT)
Cc: Silva, Rita (ISD); Villar, Robert (MDT); Mondesir, Daniel (MDT); Shields, Fred (MDT)
Subject: RE: New ARRA Grant Buses - 2013

Good morning Carlos,
Thank you. I need the following highlighted below:

10/19/12 Submittal of draft LOA with price and delivery schedules, signed ICE, e-mail confirming funding source, No DBE goal e-mail from MDT's OCR, and posted ADPICS requisition from MDT.

Thanks.

From: Delgado, Carlos (MDT)
Sent: Monday, October 15, 2012 9:32 AM
To: Lee, Jesus (ISD)
Cc: Silva, Rita (ISD); Villar, Robert (MDT); Mondesir, Daniel (MDT); Shields, Fred (MDT)
Subject: RE: New ARRA Grant Buses - 2013

Jesus,

Attached are the draft LOA and price sheet for the procurement of the ARRA Diesel Buses. Note that the quantity of buses is 27 and the funding source is ARRA -Federal Funding.

Please advise if you need more information.

Thanks

Carlos M. Delgado, P.E.
Miami-Dade Transit

305-637-3709

miamidade.gov

"Delivering Excellence Every Day"

From: Lee, Jesus (ISD)

Sent: Friday, October 12, 2012 1:08 PM

To: Delgado, Carlos (MDT)

Cc: Silva, Rita (ISD); Shields, Fred (MDT); Mondesir, Daniel (MDT); Villar, Robert (MDT)

Subject: RE: New ARRA grant buses - 2013

Thanks Carlos,

However, as you know, we can't move forward until MDT knows the quantities and send the required docs listed below.

From: Delgado, Carlos (MDT)

Sent: Friday, October 12, 2012 12:53 PM

To: Lee, Jesus (ISD)

Cc: Silva, Rita (ISD); Shields, Fred (MDT); Mondesir, Daniel (MDT); Villar, Robert (MDT)

Subject: RE: New ARRA grant buses - 2013

Jesus,

Attached are the draft LOA and price sheet for the procurement of two ARRA Diesel Buses. Note that the quantity may be increase up to 45 buses pending FTA approval.

Please advise if you need more information.

Thanks

Carlos M. Delgado, P.E.

Miami-Dade Transit

305-637-3709

miamidade.gov

"Delivering Excellence Every Day"

From: Lee, Jesus (ISD)

Sent: Friday, October 12, 2012 8:58 AM

To: Delgado, Carlos (MDT); Shields, Fred (MDT)

Cc: Silva, Rita (ISD)

Subject: New ARRA grant buses - 2013

Good morning Carlos, Fred.

Below is the estimated timeline for the new ARRA grant buses discussed last week. It is contingent upon receiving the documents in a timely manner, but please start sending these as you obtain them so we can get started.

- | | |
|----------|--|
| 10/19/12 | Submittal of draft LOA with price and delivery schedules, signed ICE, e-mail confirming funding source, No DBE goal e-mail from MDT's OCR, and posted ADPICS requisition from MDT. |
| 10/26/12 | Completion of Piggybacking worksheet, review of docs, & Notification to SBD by ISD/PMS. Legal Sufficiency Approval by CAO. |
| 11/2/12 | Review / approval of LOA by Gillig (Vendor). Submittal of five signed original LOAs to ISD/PMS |

11/16/12

Approval by ISD/PMS management up to and including Mayor

Thanks,

Jesus Lee, CPPB

Procurement Contracting Officer 2

Miami-Dade County

Internal Services Department

Procurement Management, Transit Unit

111 NW 1st Street, 13th Floor

Miami, FL 33128

Phone No. (305) 375-4264

Fax No. (305) 375-1083



"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

October , 2012

Mr. Butch Sibley
Gillig LLC
25800 Clawiter Rd
Hayward, CA 94545

Re: Central Florida Regional Transportation Authority d/b/a LYNX, Contract No. 09-C05, Heavy Duty Transit Coaches.

Dear Mr. Sibley:

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Transit (MDT) department, is purchasing twenty (20) 40ft Low Floor Diesel buses and ancillary items in accordance with the terms and conditions of the above referenced contract with Gillig LLC, (the "Contractor"). Prior to issuing a purchase order, the County requires acceptance of the following requirements:

- 1) The Contractor shall provide products and services to the County in accordance with requirements specified in Contract No. 09-C05 and all associated amendments as specified in this Letter of Agreement (LOA), reference number 09-C05 – FL-96-X028, hereinafter referred to as the Agreement.
- 2) The County's modifications and selection of options' specifications from the LYNX contract are specified in Appendix A of this Agreement.
- 3) The pricing schedule is specified in Appendix B of this Agreement.
- 4) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix C of this Agreement.
- 5) NOTICE-TO-PROCEED (NTP).

The Contractor shall not proceed with the construction of any buses or equipment, nor shall the County be liable for any costs incurred, until the Notice-To-Proceed (NTP) has been issued by the County for the specified buses or equipment. The delivery date in Appendix C, item 1 (August 6, 2013) is contingent upon MDT issuing an NTP on or before November 15, 2012. Should MDT not issue the NTP, this Agreement shall be null and void.

6) INVOICES

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
3300 NW 32nd Avenue
Miami, FL 33142
Attention: Fred Shields

- 7) The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Services, for the duration of this Agreement.
- 8) Pursuant to Miami-Dade County Ordinance No. 97-215, the purchase order will include the Independent Private Sector Inspector General requirements. However, the fee will not apply.
- 9) Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Corporate Secretary/Notary

Corporate Secretary/Notary

Attachments:

- Appendix A: County's selection of modifications and options.
- Appendix B: Pricing Schedule
- Appendix C: Delivery Schedule



APPENDIX A

Miami-Dade County Notice of Option Selections and Modifications

The LYNX Contract documents include the base equipment and option pricing schedule. The County's modifications and selection of options' specifications from the LYNX contract are listed below. Any references to these specifications in the LYNX Contractual documents are hereby changed to the amended language below.

(1) Numbering and Signing:

The County logo shall be incorporated into the graphics and shall be used on the exterior of the bus. The logo shall be displayed, at minimum, on the curb side and road side of the bus. The colors to be used in the logo shall be blue and green (PMS numbers for colors to be issued by addendum at a later date). Sample logo will be provided by MDT prior to production of buses.

A five-digit identification number assigned to the vehicle by MDT, shall be placed by the Contractor below the front windshield on the right side of the front panel, over front entry door, over driver's window, at the left and right side near the rear of the bus, and on the top curbside of the rear. Decal vehicle numbers shall be 4" high Helvetica Bold black on the sides and front, white on the rear. The vehicle identification number shall be installed on the roof of the bus using black 24" Swis721 Bt numerals.

Decals shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27. International symbol of accessibility, a "Wheelchair" decal with a blue background and white wheelchair symbol shall be placed on or adjacent to the wheelchair ramp door. A decal with a blue background, white wheelchair symbol, white lettering in English instructions, "Please allow wheelchair customers passengers to board/exit first" shall be placed by the passenger door. A "Kneeling Bus" trilingual decal with black letters on yellow background shall be placed adjacent to the entry door below the windows.

A decal indicating the location of the master battery switch shall be located on the exterior access panel.

Exact location and placement of decals, insignia and paint scheme will be provided to the Contractor prior to the production of the pilot bus.

A detailed signs and decals description shall be submitted to MDT for review and approval prior to production.

(2) Body – Exterior and Applied Panels:

The belt guard and the wheelchair ramp belly-pan shall have the bus number permanently marked.

(3) Body – Interior:

The County's decal package shall be defined and provided by the County, that Contractor shall furnish and apply all decals. Final sizes and locations shall be approved by MDT. Contractor shall provide the list of all decals, including samples or drawings of all listed decals, for MDT approval prior to production. Trilingual (English, Spanish, and Creole) instructions for decals containing identification of windows, hatches, etc., shall be provided.

Six (6) of the eight (8) Black Nylon Grab Straps shall be provided.

(4) Body – Interior Trim:

This interior shall be generally pleasing, simple, modern, and free from superficial design motifs. It shall have no sharp depressions or inaccessible areas and shall be easy to clean and maintain. The Contractor will comply as provided in the LYNX contract.

(5) Materials:

All plastic and synthetic materials used inside the bus shall be fire resistant to comply with FMVSS-302.

Materials used in the construction of the Passenger Compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993.

The Contractor shall certify that combustible materials to be used in the construction of these buses have been tested by a recognized testing laboratory and that the results are within the recommended limits as specified by the Federal Transit Administration.

(6) Panels:

Where doors open inward (slide glide), barriers shall prevent passengers from standing where they could be struck by an opening door.

(7) Sidewall Panels:

Colors and patterns shall be selected by MDT prior to construction. Interior mullion trim, moldings, and trim strips shall be stainless steel, anodized aluminum or plastic, colored to coordinate with the trim panels. Individual trim panels and parts shall be interchangeable to the extent practicable. Untrimmed areas shall be painted and finished.

(8) Headlining:

Headlining panels covering operational equipment that is mounted above the ceiling shall be on hinges for ease of service, but retained to prevent inadvertent opening.

(9) Rear Bulkhead:

Colors, patterns, and materials shall match or coordinate with the balance of the bus interior.

(10) Interior Advertising Card Racks:

Interior advertising card racks are to be provided along each side of vehicle to accommodate eleven by twenty-eight inch (11" x 28") advertising cards. Butt joints of panel sections must be covered with trim strips.

An advertisement frame to accommodate approximately twenty-one by twenty-two inch (21" x 22") advertising card signs shall be provided on the driver's barrier.

Four (4) "Take One" boxes shall be installed in the interior passenger compartment. The boxes shall be aluminum, painted satin black, approximately 4½" wide x 5½" high x 1" deep. Exact locations will be determined prior to production.

(11) Seating Arrangement:

Barriers or modesty panels shall be provided in front of the first forward facing seats on both sides of the bus. If a bi-level floor is used, barriers or modesty panels shall be provided at the elevation change in front of the upper level seats. Weather shields of clear ½" polycarbonate shall be installed forward of the rear exit door above the seat back. The clear weather shield shall be covered on both sides with a removable clear scratch guard, Lexan Nu-View or approved equal. The aisle between the seats shall be no less than 20 inches wide at seated passenger hip height. Seating Layout shall be approved by MDT prior to production.

(12) Seat Design:

Seat installation procedures and required torque values shall be provided to MDT prior to production. Seat mounting fasteners shall be marked with torque paste after being properly torqued.

(13) Interchangeability:

Seat assemblies and components of identical seats shall be mechanically interchangeable.

(14) The total travel measured for the operator's seat, from fully retracted to fully extended position in its guideway shall be a minimum of 11 inches.

(15) The operator's seat shall be equipped with an alarm system that will warn the operator when the parking brake is not applied and the driver seat is unoccupied. The alarm shall be functional regardless of run switch position and whether the engine is running or not running. A sensor in the driver's seat cushion shall detect when the seat is unoccupied using a method other than weight. When activated, the alarm system, after a two second delay, shall continuously sound the bus horn, flash the headlights, and illuminate a dashboard warning light until

the parking brake is applied or the operator's seat is reoccupied. The Operator's Seat/Park Brake Alarm shall be an I/O Controls system.

(16) Floor Covering:

- 1 The floor covering shall have a non-skid walking surface that remains effective in all weather conditions and complies with all ADA requirements Part 38, Subpart B, Sec. 38.25 Doors, steps and thresholds:
 - (a) Slip resistance: All aisles, steps, floor areas where people walk and floors in securement locations shall have slip-resistant surfaces.
 - (b) Contrast: All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of color(s) running the full width of the step or edge which contrasts from the step tread and riser, or lift or ramp surface, either light-on-dark or dark-on-light.
- 2 The floor covering shall consist of a long-life rubber composition material, as manufactured by the RCA Rubber Company. A welded seam floor covering may be considered for approval. Floor material shall be marbled blue in color (RCA Transit floor TR852L) except step nosings, step treads, standee line and other areas requiring contrasting markings as noted. Color/pattern shall be consistent throughout the floor covering. The floor covering material shall be free of bubbles, scratches, gouge marks, and discoloration. The floor covering sections shall be as large as possible. No patches or strips narrower than 2" shall be used. The floor covering, as well as transitions of flooring material to the main floor and to the entrance area, shall be smooth and present no tripping hazards.

(17) Aisles:

A one-piece center aisle strip shall extend the length of the aisle from the standee line between the aisle sides of transverse seats to the vertical wall of the rear settee. If the floor is of a bi-level construction, then center strip shall be one-piece at each level. The aisle strip shall be more than 23 inches wide, 3/16 inches thick, and have longitudinal ribs on the top surface. The aisle strip material shall be cut to provide a 3/16 inch rib along the outer edges. The covering between the center aisle strip and the wheel housings may be separate pieces. A piece of same material shall be laid between the aisle strip and the wheelhousings, with rib parallel to the ribs in the aisle strip. A piece of 1/8 inch thick smooth floor covering may be laid between the aisle strip and wheelhousings if the aisle strip is in close proximity to the wheelhousings.

(18) Seating Areas:

Between the center aisle strip and the sidewalls of the body, except in wheelchair securement areas, the floor covering shall be 1/8 inch thick and have a smooth top surface.

(19) Wheelchair Areas:

In the wheelchair securement areas 3/16 inch thick ribbed floor covering shall be used.

(20) Interior Steps:

The center aisle interior step landing between the lower and upper floors shall be as provided for in the LYNX contract.

(21) Standee Line:

A yellow ribbed standee line shall extend across the bus aisle immediately aft of the vestibule area. The standee line shall be at least 2 inches wide and shall extend between the driver's barrier and the front curbside wheelhouse or front door modesty panel.

(22) Vestibule Area:

The floor covering in the vestibule or entrance area near the farebox shall be 3/16 inch thick ribbed top, composition covering. The floor covering in the vestibule area shall have longitudinal ribs.

(23) Operator's Platform:

The floor in the operator's compartment shall be easily cleaned and shall be arranged to minimize debris accumulation. Floor covering in the operator's platform area shall be a long-life rubber composition material, as manufactured by the RCA Rubber Company with smooth top surface. If black colored floor covering is offered for superior color coordination in this area, it shall require MDT approval. A ribbed yellow step nosing shall extend along the entire edge of the operator's platform.

(24) Vertical Surfaces:

Vertical surfaces that receive floor covering, such as the rear settee riser, shall receive 1/8 inch smooth covering.

(25) Floor Covering Installation:

All holes in the floor, for mounting bolts, seams, etc. are shall be filled and caulked before sanding. Just prior to the application of the floor covering, the entire floor shall be thoroughly sanded to a flat even surface and then completely cleaned of all sanding dust and foreign material. The floor covering shall be butt jointed and securely cemented to the plywood floor to comply with the floor covering and adhesive manufacturer's recommendations. The gap in the butt joints shall not exceed 1/16 inch. Joints shall be sealed with color-matched sealant to prevent water from penetrating joints.

After setting period, the floor shall be closely inspected for bubbles, separations, or other irregularities, and remedial action taken.

(26) Driver's Side Window:

Driver's window shall be a two piece window. Rear slider can either be fixed or sliding. The driver's window shall open sufficiently allowing the seated driver to adjust the side view mirror and shall not obstruct the view of the driver when in the fully open or closed position. The windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The driver's window shall be quick change design.

(27) Passenger Windows:

All windows shall be full fixed window assemblies with the exception of the destination window assemblies. All windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The destination window assembly shall be split fix with the transom glazing clear. All emergency handles shall be located on the right side of the window assemblies. Emergency exit and window release lever operation instructions shall be metal and bolted to window frame rail adjacent to each seat. Emergency instructions shall be printed in English, Spanish and Creole.

(28) Driver's Area-Operator Barrier:

An operator's area barrier shall be provided for the driver's security and personal protection. The barrier shall enclose the driver and prevent passengers from reaching the driver or the driver's personal effects.

A rear barrier between the driver and the left front passenger seat shall be provided. A side barrier shall be located on the right side of the driver's area extending from the rear barrier forward. A door shall allow for easy access into and out of the driver's area. The operator's barrier shall be constructed so as to prevent unauthorized entry or intrusion into the driver's area, yet allow the driver to converse with passengers. All passenger seat positions shall be visible to the driver either directly or by mirror. The barrier shall not hinder the driver's performance in any manner. It shall not be a source of any rattling or noise. The enclosure door shall be secured from the inside and the latch to open the door shall be flush mounted so that clothing or other articles cannot be caught on it. A handle shall be provided on the inside of the door to assist the driver in opening and closing the door. The door shall be equipped with a spring or other device to automatically return the door to the closed position. The enclosure door shall be a fixed ½" polycarbonate window which will not interfere with the driver's view through the front windshield or the rear view mirrors. The window shall not reflect glare at the driver or cast glare onto the windshield. Driver's area trim shall be satin black. The barrier shall eliminate glare from interior lighting during night operation. A driver's personal effects box approximately shall be provided. The driver's compartment shall be presented to MDT for approval prior to production of the bus.

(29) Outside Mirrors:

The bus shall be equipped with two exterior mirrors of unit magnification (flat). The roadside rearview mirror shall be mounted lower on the bus body so that the operator's line of sight is not obstructed. The roadside mirror shall be adjustable by the seated driver. The curbside rearview mirror shall be electrically remote controller. No part of the curbside mirror shall be within 80 inches from the ground. All exterior mirrors shall have spring loaded arms to permit mirror to be

moved out of the way to preclude damage by automatic bus washing equipment. All mirror locations shall be approved by MDT prior to production.

(30) Front Destination Sign:

Front destination sign shall be Twin Vision amber LED sign. The sign shall have 16 rows by 160 columns, with a minimum display area of 63"x 8.0".

(31) Farebox:

The farebox will be provided and installed by MDT. The Contractor shall provide space, wiring and power in the buses.

(32) Farebox Location:

The Contractor shall provide unencumbered space to accommodate, the Cubic Western GFI Odyssey farebox. This space shall be as forward as practicable so that the installed device shall not restrict traffic in the passenger area especially wheelchairs or mobility aids and shall allow the driver to easily view the coin and bill drop window and viewing ramp. This space shall not restrict access to the driver's area and/or operation of driver controls. It shall permit easy removal of the cash box from the farebox. The MDT will provide a farebox base for the mounting of the farebox. The Contractor shall mount farebox base securely. The specific location of the farebox mounting shall require the approval of MDT.

(33) Farebox Wiring and Power

MDT will provide a farebox floor mounting plate with terminal strip. Contractor shall provide a 12 volt-DC constant power supply with circuit breaker protection (amps will be determined in the preparation meeting) and wiring to accommodate the alarm function of the farebox. Power shall be available with the master run switch in any position including off.

(34) Protective Sleeves:

Protective sleeves (high temperature resistant material) shall be provided to all fire suppression system hoses, high pressure hydraulic lines for hydraulic pump, fan motor and power steering.

(35) Propulsion System – Power Plant:

The Contractor shall provide Cummins ISB engine with EPA 2010 emissions and 2013 EPA Mandated Cummins Engine Changes. The drain plug to be used is the Femco speed click engine drain plug.

(36) Fluid Sampling Ports:

Engine probalyzer port shall not be used. Remote mounted fluid sampling ports (KP Series Pushbutton Sampling Valve) for engine, transmission, and hydraulic systems shall be provided. The Contractor shall add a remote differential breather for the drive axle located at least 30 inches above ground level.

(37) Brakes – Service Brakes (Air System):

The quick disconnect shall be Aeroequip FD 41-1000-06-04 female quick disconnect couplings with Retained caps added.

(38) Wheels and Tires:

The Contractor shall provide one spare wheel per bus.

All tires will be provided under a lease agreement between MDT and the tire supplier at no cost to the Contractor.

(39) Fuel System (Fuel Filler):

The Contractor shall provide an E. J. Ward automatic fuel system Vehicle Information Transmitter and antennae (VIT-DCM). Provide a dash mounted odometer display that receives its data from the E. J. Ward system. The Electronic Odometer display may be mounted on a bracket on the dashboard with the radio TCH and Globe transfer cutter. The antenna shall be mounted at the front curbside corner below and behind the front bumper. A 12 volt DC power shall be provide to operate the E.J. Ward system.

(40) Electrical System (General Requirements):

The main power supply and ground cables size 4/0 gauge are hereby deleted. The Contractor shall supply the following to the County:

All Battery cables including the battery cables in the engine compartment shall be 4/0 gauge marine grade, Type 3 tinned copper conductor (extra flexible stranding), with insulation resistant to oil, heat, moisture, abrasion, UV and ozone, and idiot proof lengths.

(41) Batteries are hereby deleted in its entirety and replaced by the following:

The Contractor shall provide Group-31, maintenance-free batteries.

The battery terminal ends and cables shall be color-coded with red for the primary positive, black for negative, and another color for any intermediate voltage cables. Battery cables shall be flexible and sufficiently long to reach the batteries with tray in the extended position without stretching or pulling on any connection and shall not lie directly on top of the batteries. Except as interrupted by the master battery switch, battery and starter wiring shall be continuous cables with connections secured by bolted terminals; and shall conform to specification requirements of SAE Standard J1127–Type SGT or SGX and SAE Recommended Practice J541.

A permanent vinyl schematic on battery door illustrating configuration shall be provided.

(42) Automatic Passenger Counting

The County will provide UTA APC hardware. The Contractor shall install the APC system during production. Installation details will be provided by the County

upon request. All equipment location, accessibility, and mounting, shall be approved by MDT prior to production.

(43) Radio System:

The County will provide Ericsson radio package #350A1977, consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables. The Contractor shall provide antennas and antenna cables, relays and wiring for the DR600 interface, and all wiring, connectors, brackets, and incidental hardware to install the complete system. The Contractor shall install the complete radio system during production. Installation details will be provided by the County upon request. All radio equipment location, accessibility, mounting, and cable lengths, for items such as but not limited to TCH, Handset Assembly, and Cab speaker shall be approved by the County prior to production. Regulated 13.6 volts DC power shall be provided for the radio system by the output of the dedicated electronics systems power supply.

(44) Conduit:

The Contractor shall provide an inner wall channel space from the radio box to the radio control head mounting location. Conduit or channel design shall facilitate installation of the radio control cable by the "pull through" method in both initial and future installations to facilitate repair and replacement. Conduit shall be rust and water proof.

(45) Transit Control Head:

The Transit Control Head (TCH) has the following dimensions:

Height - 4 inches
Length - 10 inches
Width - 2.5 inches

The TCH shall be mounted in such a way that the driver will have a full view of the TCH display and the mounting of this unit will not impede the view of the road. The proposed mounting location is shall be reviewed and approved by MDT prior to production.

(46) Handset and Cab Speaker:

The Handset shall be mounted at a location that requires minimal body movement, located in front of the driver, and requiring minimal eye movement when locating the handset.

The Cab speaker shall be mounted so the driver can hear an announcement when the volume has been lowered.

The County will provide all Inter-Connect drawings. Mounting locations shall be approved by the County prior to production.

(47) Antennas:

The Contractor shall supply and mount a low profile 800 MHz antenna (Antenna Specialist ASP-930T) with RG58 coax cable and TNC connector to the radio.

The Contractor shall supply and mount a GPS antenna w/gasket (Trimble 502 Model 18334) with RG58 coax cable and F Type male connector to the VLU.

The Contractor shall mount the GPS antenna (P/N 801-3200-000) and cable supplied with the Stop Announcement System.

All antenna cables shall be run in 1 inch diameter conduit to the radio box. Removable access covers shall be provided in the ceiling of the bus in order to allow access to the antenna and conduit. Three antennas shall be installed on every bus. Antenna locations shall be as close as possible to the center line of the bus and have a separation of approximately 3 feet. All mounting locations shall be approved by the County prior to bus manufacture.

(48) Emergency Transmit Switch:

Contractor shall provide and install a Silent Alarm switch. The switch shall activate the Silent Alarm function of the radio system and destination sign. The switch shall be a red push button double pole switch with guard ring, manufactured by OTTO Engineering, part P/N P4-624122. The push button shall be red and have a protective collar to prevent accidental activation. The installation and location of the switch shall be approved by the County prior to production.

The Contractor shall install the radio system.

(49) Digital Video Camera System:

Digital Video Camera System is hereby deleted in its entirety and replaced by the following:

- a. The CCTV Surveillance system shall be March Network with 5412 Mobile Digital Video Recorder, capable of handling 12 cameras (color, infrared, and B/W), 30 days on-board video storage, and be capable of recording at up to 240 frames per second for all connected cameras or approved equal.
- b. Regulated 13.6 volts DC power shall be provided for the DVR system by the output of the dedicated electronics systems power supply. Tamperproof Torx screws shall be provided for all camera housings and access covers.
- c. Loom for the facing forward camera wires located below the destination sign compartment near the top of the windshield shall be provided.
- d. An impact sensor shall be provided. A system status indication shall be provided on the dashboard through the I/O Controls multiplex (or approved equal) warning indicator LED display.
- e. The bus shall be equipped with 10 CCTV Kalatel cameras as follows:

- i. A low LUX camera mounted below the destination sign compartment near the top of the windshield, forward facing. The camera shall be a color camera with the capability to capture images in ambient lighting at night. If necessary, the camera may switch to black and white under very low lighting conditions. The field of view shall include the street in front of the bus, overhead traffic signal while stopped at an intersection and pedestrians on the sidewalk or at the curb approximately 8 feet in front of the bus. (4.0mm if practicable) The mounting shall be such as to prevent camera vibration, water intrusion, interference with the driver's visibility, and shall minimize color shift due to the tinting at the top of the windshield. A flexible rubber glare shield (hood) shall be provided on the camera. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. (Plastic dome housing is not acceptable.)
- ii. A color camera with infrared capability flush mounted in the panel above the driver facing the farebox and entry door. The camera shall be housed in an "angled down" box. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the driver, the farebox, and the entire entry door opening. The vestibule area shall be illuminated by an infrared emitter under low light conditions.
- iii. A color camera flush mounted in the panel above the front door facing the driver and farebox. The camera shall be housed in an "angled down" box. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the driver, driver compartment, and the farebox.
- iv. A color camera shall be flush mounted in the front destination sign compartment door facing rearward. The camera shall be housed in a shallow, waterproof box that will not interfere with the destination sign. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior and the articulated joint area (6.0mm if practicable).
- v. A color camera shall be surface mounted on the centerline of the bus ceiling at the center of the bus. The camera shall be front facing. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior (4.0mm if practicable).
- vi. A color camera shall be surface mounted on the centerline of the bus ceiling at the center of the bus. The camera shall be rear facing. The housing window shall be glass or a material resistant to scratching,

hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior (4.0mm if practicable).

- vii. A color camera shall be surface mounted on the bus ceiling facing the rear door. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the entire rear door opening.
- viii. A color camera shall be surface mounted on the bus exterior over the driver's window near the roofline. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0mm if practicable).
- ix. A color camera shall be surface mounted on the bus exterior over the front passenger door near the roofline. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0mm if practicable).
- x. A color camera shall be surface mounted on the bus exterior at the rear above the engine compartment. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the rear bumper and the ground behind the bus (2.9mm if practicable).

Cameras shall have sufficiently high resolution to allow recognition of faces and to read roadside signs.

A complete description of the CCTV Surveillance system, including installation, shall be presented to the County for approval prior to production of the pilot bus or first production bus.

(50) QUALITY ASSURANCE:

A Quality Assurance Program shall be implemented by the Contractor to ensure delivery of final product including systems, subsystems, and components that satisfy the quality requirements of the LYNX contract and this Agreement.

Consequently, the Contractor shall utilize quality processes that satisfy the requirements of both. The QA/ QC Program shall meet the intent of the FTA QA/QC guidelines.

Resident Inspector

The Contractor shall provide office space for the Resident Inspector(s) in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, computers with internet access, file cabinets, chairs, and clothing lockers sufficient to accommodate the Resident Inspector staff and shall have access to a photocopy machine, printer/scanner machine, and secretarial service. The presence of these Resident Inspector(s) in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of the LYNX contract.

Pre-Delivery Tests

Failure to provide adequate inspection facilities for the Resident Inspectors will result in no-shipment of buses from the production plant without relief from liquidated damages due to schedule delays.

All buses shall be subjected to water tests simulating the severe rain conditions experienced in the South Florida environment. Windows, escape hatches, doors, etc. are subject to an approved water test to be conducted at the manufacturers facility by the manufacturer and shall be observed by the Resident Inspector(s). Water testing may be verified by further testing at MDT's Maintenance Facility prior to the acceptance of each vehicle if test observation or verification of leak repair is missed on or not observed by the Resident Inspector on any bus built for MDT. Any bus that fails to pass the water test shall be corrected by the Contractor. The retest/corrective repair cycle shall repeat until the leak(s) have been eliminated to MDT's satisfaction.

Water Test Description

The roof, roof hatches, front cap, rear cap, sidewalls, passenger windows, driver's windows, destination sign windows, windshields, wheel wells and all doors of all coaches shall be water tested prior to the delivery of each unit to MDT as follows:

1. The water test shall consist of a series of nozzles which are strategically located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle.
2. The nozzles shall eject a volume of water no less than 2.6 gallons per minute per nozzle under a pressure of no less than 22 lbs. per minute measured at the nozzle tip.
3. The contractor shall be required to water test each vehicle under the conditions described above for no less than 30 minutes (15 minutes with A/C off, then 15 minutes with A/C on) to ensure there are no water leaks in the bus.
4. Bus road testing shall be conducted immediately after the water test.

Contractor shall take the necessary steps of corrective action to repair any leaks found as a result of the described test and shall repeat the 30 minute water test to ensure that corrective steps have been successful. This process shall be repeated until no leaks are found. Documentation of each bus shall be kept by the manufacturer as to the location of the leak, what caused the leak to occur and shall describe the repair action taken to prevent the leak from reoccurring.

If the Contractor's bus manufacturing process water test differs from the water test process and criteria described above, then any deviations shall be approved by the County's Project Manager.

Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion. Each bus shall be driven for a minimum of 25 miles during the road tests. The plan shall be submitted to MDT for approval.

Observed defects shall be recorded on test forms. The bus shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operations tests.

(51) Acceptance Procedures

(A) Final Acceptance of Bus

Delivery of the bus to Miami-Dade County does not constitute Final Acceptance for the purpose of payment. Final Acceptance will be determined by signed notification of the County's Project Manager or designee, and shall be given only after a thorough inspection by MDT indicates that the bus meets all contract specifications and conditions and that the engineering, materials, and workmanship exhibit a level of quality and performance consistent with or exceeding industry standards. MDT will conduct Final Acceptance tests on the delivered bus. These tests will be completed within fifteen (15) working days after bus delivery. MDT will notify the Contractor in writing of acceptance or non-acceptance within ten (10) working days after completion of tests. Final Acceptance may occur earlier if MDT notifies the Contractor in writing of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not pass Final Acceptance until the repair procedures defined below have been carried out and the bus retested until it passes.

(B) Repairs after Non-acceptance

MDT will provide a written Notice of Non-acceptance to the Contractor which will include the request for repairs. MDT may, at its sole discretion, require the Contractor, or its designated representative, to perform the repairs after non-acceptance.

(C) Repairs by Contractor

If MDT requires the Contractor to perform repairs after non-acceptance of the bus, the Contractor shall begin work within five (5) working days after receiving

written notification from MDT of failure of acceptance tests. MDT will make the bus available to complete repairs timely with the Contractor repair schedule.

(D) The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At MDT's option, the Contractor may be required to remove the bus from MDT's property while repairs are being done. If the bus is removed from MDT's property, repair procedures shall be diligently pursued by the Contractor, and the Contractor shall assume risk of loss while the bus is under its control. The Contractor shall provide a written statement to the County's Project Manager verifying the assumption of the risk of loss.

(52) Delivery of Spare Parts and Ancillary Equipment:

Delivery of the spare parts and ancillary equipment shall be delivered as specified in Appendix C, Delivery Schedule, as authorized by the NTP.

(53) Bus Delivery Procedure:

The County's designated agent, General Superintendent of MDT Metrobus Maintenance, or his designee will sign the delivery confirmation and at the point of delivery conduct a cursory inspection of the bus. Delivery of the buses shall be F.O.B. point of destination by either Common Carrier Driveway or Rail Transportation. The buses shall be delivered at a rate not to exceed five (5) buses per day Monday through Friday, (excluding holidays). Hours of delivery shall be 7:30 a.m. through 3:00 p.m. DST. Delivery shall be made to the following address:

Miami-Dade Transit
Metrobus Maintenance Administration
3295 NW 31 Street Miami, Florida 33142
Miami, Florida 33142

The County is not responsible for any shipping/handling/delivery charges.

(54) Delivery of As-built Drawings:

The Contractor shall provide one set of as-built drawings of buses delivered no later than sixty (60) days after the delivery of the last bus. As-built drawing will be determined at the pre-production meeting.

(55) Delivery of Production Buses:

Prior to the time of delivery, the Contractor shall be required to produce the following documents:

1. Manufacturer's statement of origin made out to Miami-Dade County, Florida, 2225 N.W. 72 Avenue, Miami, Florida 33122.
2. Warranty Certifications.

All documents mentioned above shall be delivered to or hand carried to the Chief of Maintenance Support Services or designee, 3311 N.W. 31st Street, Miami, Florida 33142.

(56) Assumption of Risk of Loss:

MDT shall assume risk of loss of the bus upon delivery. Prior to this delivery the Contractor shall have risk of loss of the bus, including any damages sustained during delivery. If the common carrier drive away delivery method is used, drivers shall keep a maintenance log in route and it shall be delivered to MDT with the bus.

(57) The following items will be provided by MDT and installed by the Contractor.

1. Base plate for Farebox
2. Driver Control Unit (DCU)
3. Automated Passenger Counter (APC)
4. Ericsson radio package #350A1977, consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables.
5. Tires

All necessary hardware and electrical wires to ensure that the installation of items (1 thru 4 above) is completed and operational shall be provided by the Contractor.

APPENDIX B Pricing Schedule

A 40' Low Floor Diesel Bus Base Price	\$320,983.00	<u>Change, Modification, or Option</u>	Contract Page No.
2010 EPA Cummins Engine and Equipment	\$27,179.00	Option	Contract Modification No. 4
EMP Electric Cooling Fan (Diesel)	\$8,993.00	Option	Contract Modification No. 7
Extended Warranty 2010 Engine (Upcharge)	\$1,200.00	Option	Contract Modification No. 7
MARCH Networks 5412 DVR, 1.5 TB HD, Impact Sensor, W/Audio, 10 Kalatel Cameras	\$13,379.00	Option	Contract Modification No. 8
Wi-Fi Equipment (In-Motion Mobile Gateways Including Both Internal and External Antennas)	\$2,736.00	Option	Contract Modification No. 8
2013 EPA Mandated Cummins Engine Changes	\$1,570.00	Option	Contract Modification No. 8
2-Piece BRT Windshield w/ Destination Sign Glazing w/ Standard LF Rear Cap	\$10,946.00	Option	19
Laminated Safety Glass (1/4')- Frame Fixed Passenger Windows	-\$1,889.00	Option	30
Window Guards	\$1,720.00	Option	30
Paint (2) Colors w/ or w/o Black Mask at Windows	\$710.00	Option	24
Basic Decal Package	\$790.00	Option	24
Hinged Rear Settee	\$269.00	Option	30
Ricon, 6:1 Ratio, Front Door Only	-\$842.00	Option	19
EJ WARD DATA SYSTEM / Includes CANceiver, display unit & antenna	\$1,028.00	Option	18
MGM Brake Wear Monitoring System	\$1,420.00	Option	18
Voltmeter (Rear Run Box)	\$50.00	Option	19
Oil Pressure Gauge (Rear Run Box)	\$58.00	Option	19
Coolant Gauge (Rear Run Box)	\$61.00	Option	19
Group 31 Batteries	\$245.00	Option	19
Add Vapor Class System	\$2,993.00	Option	20
7 Durabrite Machine Aluminum Wheels	\$2,245.00	Option	20
Driver's Seat Alarm	\$197.00	Option	20
Stop Request Button at Rear Door Vertical Stanchion	\$86.00	Option	20
Plexiglas Driver Security Enclosure	\$1,317.00	Option	21
Upper Plexiglas at Rear Exit Door Modesty Panels (one side)	\$84.00	Option	21
DR600 w/LED Sign	\$6,838.00	Option	22
Fuel Gauge on Dash	\$134.00	Option	18
Midwest Bus - BYK-RAK 2 Position Blk Powder Coated	\$885.00	Option	25
Marine Grade Cable (Battery and Alternator)	\$1,981.00	Option	18
Delete One Roof Hatch Position	-\$230.00	Option	24
Delete Dash Mounted Front Run Sign	-\$246.00	Option	23

(2) Dash Mounted Voltmeters (\$50.00 Each)	-\$100.00	Option	19
Delete Plexiglas Barrier at Curbside Front Door	-\$46.00	Change	N/A
Complete Bus Warranty -1 year/50,000 miles	-\$500.00	Option	26
22" x 21" Add Frame R/H Load, Open Back	\$103.00	Option	24
Trimble "Button" Antenna	\$345.00	Option	23
Delete (1) Exterior Speaker for P/System-(1) Still Provided	-\$57.00	Change	N/A
Delete Boom Microphone	-\$50.00	Change	N/A
Delete Hogs Air Filter for HVAC Unit	-\$18.00	Change	N/A
Differential Warranty- 2 year/100,000 miles	-\$375.00	Option	27
Engine Skid Protection with Extended Tow Eyes	\$330.00	Modification	N/A
Remote ADA Belt Release	\$350.00	Modification	N/A
KP Series Pushbutton	\$92.00	Modification	N/A
Remote Differential Breather	\$237.00	Modification	N/A
Installation of Radio System (customer supply)	\$1,167.00	Modification	N/A
Installation of UTA APC(customer supply)	\$672.00	Modification	N/A
Farebox Provisions and Install Farebox Base Plate	\$65.00	Modification	N/A
Trilingual Decals	\$195.00	Modification	N/A
Belt Guard and Ramp ID	\$89.00	Modification	N/A
3/16" Rib Flooring to ADA Areas and Aisle Side	\$25.00	Modification	N/A
4 Black Painted, Aluminum Schedule Holders	\$236.00	Modification	N/A
(6) Of Black Nylon Grab Straps (\$20 Each) - (8) Still Provided	-\$120.00	Modification	N/A
B Options, Changes, Modifications, and Deletions Sub-total	\$88,547.00		
C Delivery	\$6,400.00		
D Diesel BRT Total Price for One Bus (A+B+C)= D	\$415,930.00		
E Estimated Extended price for Twenty buses (D x 20)= E	\$8,318,600.00		
F Florida Transit Association Finance Corporation Transaction Fee	\$10,000.00		
G Grand Total Cost (E + F)= G	\$8,328,600.00		
H Total of Base Bus, Changes, Options, Without Modifications and Without Contract Modification No. 8 Options	\$388,507.00		
I Max possible PPI adjustment of 5.00% per Bus 5.00% (H) = I	\$19,425.35		
J Max PPI x 20 Buses	\$388,507.00		
K Diesel BRT Total Price for One Bus Including Max PPI of 5.00% (D+I)= K	\$435,355.35		
L Estimated Extended Price for Twenty Buses Including Max PPI of 5.00%	\$8,707,107.00		

M	Total Price for 20 Buses w/ Max PPI (not to exceed) (F+L)=M	\$8,717,107.00		
	Ancillary Items (Training)			
	Operator Orientation - 8 Hours	\$1,250.00	Option	26
	Maintenance Orientation - 8 Hours	\$1,250.00	Option	26
N	Total Ancillary Items (Training)	\$2,500.00		
O	Max possible PPI adjustment of 5.00% per Ancillary Items	\$125.00		
P	Ancillary Items Total Price Including Max PPI of 5.00% (N + O)= P	\$2,625.00		
Q	Total of Purchase Order w/ Max PPI (not to exceed) (M+P)=Q	\$8,719,732.00*		

*The exact amount will be determined based on the NTP issuance date.

APPENDIX C Delivery Schedule

The numbers of vehicles and parts described below are based upon the County's anticipated requirements.

1. Delivery Items and Schedule of Buses

Item	Description	Quantity	Delivery Date
1	40' Diesel Transit Bus	20	8/6/2013
2	Spare Wheel	20	Delivered with each bus