

PRODUCT PURCHASE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the City, and Gillig LLC, hereinafter called the Contractor, as follows:

1. CONTRACT DOCUMENTS. The "Exhibit A - General Conditions", "Exhibit B - Special Conditions", "Exhibit C - Federal Terms and Conditions", and "Exhibit D - Technical Specifications", for this procurement are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of FIVE HUNDRED AND FIFTY FOUR THOUSAND, SEVEN HUNDRED AND FIFTY THREE DOLLARS AND FORTY SEVEN CENTS (\$554,753.47), as set forth in this procurement, Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
Greg A. Barfield, Director
Department of Transportation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  4/30/2020
Kristi Costa
Deputy City Attorney Date

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy

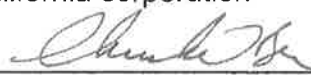
City address:

City of Fresno
Attention: Melissa Perales,
Purchasing Manager
2600 Fresno Street, Room 2156
Fresno, CA 93721

Attachments:

- A- General Conditions
- B- Special Conditions
- C- Insurance Requirements
- D- Federal Conditions
- E- Certificates
- F- Statement of Work

Gillig LLC,
A California corporation

By:  _____
Name: Chuck O'Brien

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2019

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

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

PRODUCER Aon Risk Services Northeast, Inc. Cincinnati OH Office 8044 Montgomery Road Suite 405 Cincinnati OH 45236-2919 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED GILLIG LLC 451 Discovery Drive Livermore CA 94551 USA	INSURER A: Everest National Insurance Co	10120
	INSURER B: Everest Premier Insurance Company	16045
	INSURER C: Lloyd's Syndicate No. 2003	AA1128003
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570078593558**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RC8GL00126191 SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GALL			RM8CA00014-191	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garage Keepers Liability \$1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CSUSA1903612	10/01/2019	10/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RM8WC00024191 AOS RM8WC00027191 Retro	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is for Informational Purposes Only.

Certificate No : 570078593558

CERTIFICATE HOLDER**CANCELLATION**

Gillig LLC 451 Discovery Drive Livermore CA 94551 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED GILLIG LLC
POLICY NUMBER See Certificate Number: 570078593558		
CARRIER See Certificate Number: 570078593558	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

EXHIBIT A

GENERAL CONDITIONS

Summary:

Exhibit A describes the framework for the entire relationship between the parties in connection to a project or purchase.

TERMS AND CONDITIONS

Definitions: Wherever used in these Specifications, including the Bidding Instructions and the Bid Proposal, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Buyer," "Vendee," "City of Fresno" shall each mean and refer to the City of Fresno, CA, unless otherwise indicated.
- (c) "Contractor" shall mean and refer to each person or other entity who has entered into a formal agreement for delivery of goods with the buyer.
- (d) "Contractor," "Seller" shall mean and refer to the City's acceptance of vendor's proposal by issuance of a Purchase Order.
- (e) "Goods," "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under this agreement.

Purchase Order Identification: The City's Purchase Order number must appear on all invoices, packages, shipping notices, instructions manuals and other written documents affecting this order. A packing list shall be enclosed in each box or package shipped under this contract, indicating the contents therein.

Acceptance of Goods: All goods purchased hereunder are subject to Buyer's inspection and acceptance. Goods rejected by Buyer for whatever reason shall be held, transported or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expenses.

Liquidation Damages: Time of delivery is of the essence, and the City and contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of **Fifty Dollars (\$50.00) per day** for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payment due to the contractor for item(s) delivered. Otherwise, contractor will reimburse City within 30 days of receipt of invoice from the City.

Delivery: Unless otherwise stated in the purchase order, delivery is to be made between the hours of 8 A.M. and 2:00 P.M. and during regular City of Fresno working days.

If contractor is delayed making delivery by any acts or neglect of Buyer or its employees, or by acts of God which contractor could not reasonably have foreseen and provided for,

or by illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or by any illegal general lockouts or other defensive action by employers, contractor shall have no claim for damages against Buyer for any such cause of delay. Contractor shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby.

No such extension of time shall be granted unless contractor notifies the Purchasing Manager, in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event.

Termination for Non-Delivery: If contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the contract, the Purchasing Manager of Buyer, acting for and on behalf of Buyer, may at any time after the expiration of the time for delivery, terminate the contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or services to be furnished which have not been delivered or accepted prior to such termination.

Such determination shall be effective upon receipt by contractor of written notice of termination from said Purchasing Manager, which notice shall be deemed to have been received by contractor, if mailed, within forty-eight hours at contractor's address as contained in contractor's Bid Proposal to Buyer, or, if personally delivered, upon the delivery thereof of contractor, the authorized representative of contractor, or to the contractor's said address.

In case of default by contractor, Buyer may procure the goods or services from another source and may recover any loss occasioned thereby from any unpaid balance due the contractor. The prices paid by Buyer shall be considered the prevailing market price at the time such purchase is made.

Termination for Convenience:

The City reserves the right to terminate this Contract upon thirty (30) days written notice to the contractor. In the event of such termination, the contractor shall be paid for satisfactory service performed to the date of termination

Termination for Non-Performance:

a. If contractor shall fail to meet quality standards or other requirements of the specifications or shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his or her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered

or accepted prior to such termination.

b. The City may terminate this Contract if the contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within five (5) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager, which notice shall be deemed to have been received by contractor, if mailed, within forty-eight hours to contractor's address as contained in City's Proposal or, if personally delivered, upon the delivery thereof to contractor, the authorized representative of contractor, or to the contractor's said address.

Payment: Unless otherwise provided in the specifications, no progress payments will be made. The City will pay a sum equal to 100 percent of the total contract cost after completion of the contract and upon acceptance by the City.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Fresno Area Express. In addition, the contractor may not hold retainage from its subcontractors. Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Fresno Area Express and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify Fresno Area Express, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Fresno Area Express.

The contractor must submit invoices to the invoicing address listed on the purchase order to initiate the payment process. All invoices must conspicuously display the City of Fresno Purchase Order Number. Invoices without Purchase Order Number will be returned to contractor for identification and payment will be delayed. All costs associated with each sign type (braille-decal) must be clearly separated. This includes sign/decal production and installation. This project is funded by federal grants.

Payment of the contract price shall be made by Buyer to contractor, in lawful money of the United States, by warrant of Buyer issued and delivered to contractor in the ordinary course of City business promptly after completion of delivery of the specified goods or services and their acceptance of Buyer.

Assignment of Payment: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this contract to any other individual(s), corporation(s) or entity(s). The City retains the right to pay any and all monies due contractor directly to contractor.

Assignment of Contract. Nothing herein shall be construed to permit assignment or transfer by contractor of any rights under this contract and such assignment or transfer is expressly prohibited and void.

Warranty: For the purpose of equipment and material, the contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to buyers and consumers of the product. The contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

Patents: Seller warrants that Buyer's purchase, installation, or use of the goods covered hereby will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right.

Workmanship Guaranty: The workmanship of the goods or services provided to the City by the contractor will be in accord with generally accepted standards.

OSHA Compliance: For the purpose of equipment and material, the items covered by this purchase order or contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, or the Federal Standards established by the Occupational Safety and Health Act, whichever is more restrictive.

Indemnification: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If contractor should subcontract all or any portion of the work to be performed under this Contract, contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Contract.

Attorney's Fees: In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.

Governing Law: The laws of California shall govern this contract, and the venue of any action brought hereunder must be laid in or transferred to the County of Fresno, State of California.

Headings. The section headings in this section are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this contract.

Severability. The provisions of this contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

Interpretation. The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Exhibits. Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

Precedence of Documents. In the event of any conflict between the body of this Contract and any Exhibit or Attachment hereto, the terms and conditions of the body of this Contract shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Contract, shall be null and void.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

Extent of Contract. Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated Contract

between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts, either written or oral.

Modification of Contract. This Contract may be supplemented, amended or modified only by mutual Contract of the parties. No supplement, amendment or modification of this Contract shall be binding unless it is in writing and signed by authorized representatives of both parties.

Notices. Any written notice required or intended to be given to either party under the terms of this Contract shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth in this Contract (i.e., in Section 5 for AGENCY, and in Section 4 for CITY) or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

EXHIBIT B

SPECIAL CONDITIONS

Summary:

*Exhibit B provides clarification, specificity,
and added content in addition to the
General Conditions that are to be followed
during the life of a contract.*

CITY OF FRESNO BID SPECIFICATIONS
PRODUCT PURCHASE CONTRACT

SPECIAL CONDITIONS

CHANGE ORDERS:

The City of Fresno reserves the right to add, modify or delete items from the Contract or Special Conditions or Technical Specifications. Any changes shall be made only by means of a formal Change Order signed by both the City and the contractor.

DELIVERY/OR CHANGE TO SERVICE:

Cancellation of backorders is not acceptable. Contractor must fill order in its entirety. Deliveries shall be completed within 100 calendar days from notification by the City for release of goods against this Contract. Notification for release may be made verbally, or in writing by the City.

If the contractor fails to meet the specified delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the contractor. The prices paid by the Buyer shall be considered the prevailing market price at the time such purchase is made.

RETURN MERCHANDISE AND REPLACEMENT DELIVERY:

In cases of over shipment, incorrect merchandise and/or defective merchandise, the contractor shall have the merchandise picked-up by United Parcel Service (UPS), or a carrier of the contractor's choice, within 14 (fourteen) working days of notification by the City. The cost of return freight shall be the contractor's exclusively. The return merchandise shall be picked up at the location at which it was originally delivered. It will be packaged and addressed by the City. The contractor shall replace said merchandise within 30 (thirty) working days of notification at no additional charge, F.O.B. DELIVERED.

Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. and during regular City of Fresno working days.

Delivery of items shall be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, delivered to:

FAX Maintenance Division
Attention: Frank Peter
2223 "G" Street
Fresno, CA 93706

PAYMENT:

The contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The contractor must invoice the City of Fresno, Department of Transportation in order to initiate the payment process. Invoices shall conspicuously display the City of Fresno Purchase Order Number and shall be sent to:

FAX Maintenance Division
Attention: Orie Rubalcava
2223 "G" Street
Fresno, CA 93706

EXHIBIT C

INSURANCE REQUIREMENTS

Summary:

Exhibit C describes insurance type and coverage amount required of a successful

INSURANCE REQUIREMENTS

(a) Throughout the life of this Contract, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Contract or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Contract shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Contract. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Contract. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE
EXHIBIT A

CONTRACTOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$4,000,000 general aggregate applying separately to the work performed under the Contract.
2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be

primary to and require no contribution from the City. The Commercial General insurance policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Contract, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Contract and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Contract or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Contract, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another

claims-made policy form with a retroactive date prior to the effective date of the Contract, or work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Contract, whichever first occurs.

- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Contract.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Contract, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Contract with the City to provide required indemnification and insurance protection. Any required Side Contract(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Contract is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT D

FEDERAL CONDITIONS

Summary:

Exhibit D describes the federal conditions required of Federal Transit Administration (FTA) funded projects or purchases.

**FEDERAL CONDITIONS
FOR MATERIALS & SUPPLIES
GREATER THAN \$250,000**

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. sections 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

(2) Termination for Default: If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract or if the contractor fails to comply with any other provisions of the contract, the City of Fresno may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

(3) If it is later determined by the City of Fresno that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond the control of the contractor, the City of Fresno, after setting up a new delivery or performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. section 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. section 12132, and Federal transit law at 49 U.S.C. section 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, and Federal transit laws at 49 U.S.C. section 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. section 2000e note), and with any applicable

Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623 and Federal transit law at 49 U.S.C. section 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "regulations to Implement the Equal employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

(2) DBE Obligation: The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

(3) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13%. A separate contract goal has not been established for this procurement.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

(1) The Contractor agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. section 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located in Exhibit E.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless with ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non Lobbying Certification* must be completed and returned with your bid. This certificate is located Exhibit E.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

(3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

(1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (Fly America

Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers	
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.	
Stated	
Reason(s):	N/A
—	
—	

(5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

ENERGY CONSERVATION

(1) The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

(1) The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive

Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

ADA ACCESS

(1) The contractor agrees to comply with 49 U.S.C. section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. section 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all City of Fresno Procurement administrative procedures and remedies before pursuing a protest with the FTA.

(1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the City of Fresno. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) calendar days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

(2) A protest shall include:

- (a) The name, address, and telephone number, including FAX number if available, of the protestor;
- (b) The signature of the protestor or authorized representative;
- (c) Identification of the contract/solicitation;
- (d) A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
- (e) The form of relief requested.

(3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

(4) The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

(5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

(6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

(7) The City may proceed with procurement when a protest is pending if the City determines that:

- (a) The items to be procured are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- (c) Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

(8) FTA will only entertain a protest that alleges:

- (a) The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
- (b) Violations of Federal law or regulation.

(9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- (a) Include the name and address of the protestor.
- (b) Identify the grantee, project number, and the number of the contract solicitation.
- (c) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

EXHIBIT E

CERTIFICATES

Summary:

*Exhibit E are certificates the contractors is
required to fill and sign.*

NONLOBBYING CERTIFICATION
LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Contracts

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. §§ 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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



Signature of Contractor's Authorized Official

Chuck O'Brien, Vice President

Name and Title of Contractor's Authorized Official

April 29, 2020

Date

BUY AMERICA CERTIFICATION

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certificate of Compliance with 49 U.S.C. section 5323(j)(1)

The bidder or offeror hereby certifies that it **will** meet the requirements of 49 U.S.C. section 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date April 29, 2020

Signature 

Company Name Gillig LLC

Title Chuck O'Brien, Vice President

Certificate of Non-Compliance with 49 U.S.C. section 5323(j)(1)

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. section 5323(j)(1) and 49 C.F.R. Part 661.5, but it may qualify for an exception pursuant to 49 U.S.C. sections 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BIDDER'S NAME: Gillig LLC
(Submit with Bid Proposal)

DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Section 2 of Division III, Federal Requirements, of these Specifications. A list of excluded parties may be found at the following website:
<https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

Contractor shall return with its Bid Proposal **this form**.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

APPENDIX F

STATEMENT OF WORK

Summary:

Appendix F is a narrative description of the project's work/ product requirements.

GENERAL

- (a) It is the purpose and intent of these Specifications to describe the minimum requirements for **Driver Barrier System** to be used by the FRESNO AREA EXPRESS (FAX) Division of the TRANSPORTATION DEPARTMENT within the City of Fresno.
- (b) All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.
- (c) All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
- (d) Each proposal shall be accompanied by a copy of any applicable manufacturer's Published Price List or website, and two copies of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty.
- (e) All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.

Prior to delivery, all equipment shall be completely inspected, and services performed as prescribed by the manufacturer(s).

DRIVER BARRIER SYSTEM

PART 1 - OVERVIEW

1.01 Background:

Fresno Area Express (FAX) is requiring the production and installation of 92 bus driver barriers to FAX in accordance with the below specifications.

1.02 Fleet Composition:

A list of FAX buses requiring a driver protection system can be found in Exhibit A.

1.03 Salient Characteristics

The following information includes the salient characteristics of the brand name specification.

1.04 Quality Assurance

A minimum of experience of 6 years fabricating and installing customized driver barrier systems.

PART 2 - PRODUCT

2.01 Driver Barrier System

- A. Manufacturer: AROW Global Corporation or approved equal
- B. Product : ArowGuard Driver Protection System or approved equal
 - 1. Configuration Option – Slide Tow
- C. Salient Characteristics
 - 1. Barrier Operation
 - i. The barrier shall be designed as a fixed door with a sliding glass system and includes a stop mechanism to prevent the door from opening more than ninety-five (95) degrees or past the passenger standee line.
 - ii. The barrier will not impede access to the farebox and/or payment media.
 - iii. The barrier will not obstruct passengers walking paths onto and off of the bus.
 - iv. The barrier will not obstruct the driver's rear, side, or frontal view or visibility or degrade the driver's ability to operate the bus safely. This includes ensuring the glass is resistant to scratches, glares, and reflections.
 - v. No portion of the barrier's latching mechanism or strike plate shall present a hazard during ingress or egress from the bus operator's area.
 - vi. The barrier's door swing shall be accommodated by a rotary post hinge mechanism, free of pinch points.
 - vii. The barrier shall close by use of an ergonomically positioned pull handle, and latch with a force of less than 20 lbs.
 - viii. The barrier shall ensure driver comfort and ease of movement while operating the vehicle.
 - 2. Barrier Design
 - i. The barrier shall be designed with an upper glazing section and a non-transparent lower section.

- ii. The barrier will be designed to withstand high impacts greater than 300 pounds of force.

3. Barrier Glazing

- i. Glazing shall permit unobstructed view of the curb-side mirrors and to the bottom of the entrance door for operators included in the 95th percentile of the operator population in accordance with SAE J941.
- ii. Glazing material shall comply with American National Institute, Standard ANSI/SAE Z26.1-1996 S5.2, FMVSS 571.205 49CFR, and SAE J673 #1 edge standards for automotive glazing.
- iii. Glazing material shall be a minimum 8mm thickness and be of a tempered/laminated construction with pyrolytic application of anti-glare coating.
- iv. Glazing material shall be properly marked indicating approved for automotive use in accordance with ANSI/SAE Z26.1-1996 S7 and FMVSS 205 S6.2 standards.
- v. Glazing shall be retained by 6063-T6 extruded aluminum framing and include mechanisms to provide vibration-dampening properties.

4. Barrier Framing

- i. The barrier's lower section shall be constructed of at a minimum eleven (11) gauge stainless steel material and mounts shall be structurally affixed to the vehicle's undercarriage, chassis, or body frame.
- ii. The barriers shall be constructed with a sturdy metal frame supporting both upper and lower sections. No portion of the framing shall extend around the front edge of the glazing material.
- iii. No portion of the barrier partition shall present a hazard or potential injury issue while the driver is entering or leaving from the driver's seat. There shall be no metal and glass sharp marks, snares or protrusions that can potentially cut or scratch a person utilizing or moving near the partitions.

5. Hardware

- i. Barrier latch shall be serviceable and fully replaceable in less than 15 minutes by a qualified technician.
- ii. All fasteners used on the barrier shall be of a safe design to prevent injury to the bus operator or passengers.
- iii. Barrier hinge shall be of a maintenance free rotary post design and incorporate Ultra High Molecular Weight (UHMW) bushing and bronze thrust washers.

D. Special Requirement: Tripping Hazards and Obstructions

1. The final product shall be designed and fabricated in such a way as to prevent any tripping hazards or obstruction of drivers' and passengers' movement on the bus. Any design that places the driver or passenger at increased risk will not be accepted.
 - i. Drivers – When drivers are entering and exiting the operator compartment area, the barrier shall not cause tripping or obstruct the driver's movement. The driver shall be capable of freely swinging their legs into and out of the operator compartment area while the barrier is open without obstruction or snagging as a result of barrier design.
 - ii. Passenger – When passengers are entering and exiting the transit vehicle, the barrier shall not cause tripping, obstruction, or snagging while the barrier is closed. While the barrier is open, tripping, obstruction, and snagging shall be mitigated to the greatest extent possible (this requirement does not relieve the contractor of their requirement found in 2.01(E)(2)). Special barrier design considerations shall be taken into account for people with disabilities.

E. Federal and State of California Standards

1. The barrier shall meet all Federal Motor Vehicle Safety Standards, as defined by the National Highway Traffic Safety Administration; all requirements found in the California Vehicle Code; and safety and vehicle requirements found in Title 13 California Code of Regulations (CCR).
2. The barrier shall be American Disabilities Act (ADA) compliant. This includes ensuring that the bus as a whole remains ADA compliant after installation of barrier. The operation of the barrier (either closed or fully open) shall not interfere with the use of the ADA bus ramps.

PART 3 - SERVICE

3.01 Field Survey

A. Field Survey

1. The contractor shall travel to FAX's location and perform a field survey of the bus dimensions for custom barriers prior to manufacturing the product.

3.02 Installation

A. Installation

1. The contractor must provide and install custom designed barriers which are new, tested, and currently in productions. FAX will not accept barrier systems that are untested or are currently undergoing testing.

2. The contractor must install barriers and fasten them securely to the bus in such a way that ensures safety and longevity. The barrier design will not cause the barrier to come loose and injure drivers and/or passengers.
3. The contractor must fully install the barriers on-site at FAX during FAX's normal operating hours. FAX in conjunction with contractor will inspect/test installed barriers to ensure they operate as desired and in accordance with the manufacturer's installation specifications and this technical specification.

3.03 Warranty

- A. The contractor will provide a one (1) year warranty from the date of successful installation and acceptance of the completed order.

3.04 Owner's Manual

- A. The contractor will provide a hard and digital copy of the owner's manual that details the operation, maintenance, and troubleshooting for the barriers.

PART 4 –POST-AWARD DELIVERABLES

4.01 Pre-Manufacturing

- A. Perform site visit to measure bus dimensions.

4.02 Post-Manufacturing

- A. Install barriers on all 92 buses per the above requirements.
- B. Perform inspection/test alongside FAX personnel to ensure desired operations.

4.03 Project Closeout

- A. Contractor shall provide maintenance/owner's manual.
- B. Contractor shall provide warranty information.
- C. Upon delivery of owner's manual, warranty information, and acceptance testing, FAX shall deliver a written notice to the contractor for project closeout and request for invoice.

Attachment:

Exhibit A



Quotation number 8026863

Quotation date
04/21/20

Print date
04/24/20

Terms of payment
NET 30 DAYS

Sales Rep
NIGEL HILL

Your reference

Quotation address
**FRESNO AREA EXPRESS
2223 G STREET
FRESNO CA 937060000**

Customer number
27395401

Item	Qty Ordered	Estimated Ship Date	Description	Unit	Price Each	Ext Price
83-01801-000	48	07/29/20	KIT - DRIVER PROTECTION SYSTEM	EA	4,690.48	225,143.04
-FOR (2011-2020) 40' GILLIG BUSES						
83-01801-000	3	07/24/20	KIT - DRIVER PROTECTION SYSTEM	EA	9,404.64	28,213.92
- FOR (2012) 29' GILLIG BUSES						
*UPDATED P/N TO FOLLOW						
83-01801-000	41	07/24/20	KIT - DRIVER PROTECTION SYSTEM	EA	4,623.73	189,572.93
- FOR (2005-2009) 40' LF NEW FLYER BUSES						
* UPDATED P/N TO FOLLOW						
LABOR	92	04/21/20	LABOR CHARGES	EA	700.00	64,400.00
FREIGHT	1	04/21/20	FREIGHT	EA	6,449.66	6,449.66
Quote line total.....						513,779.55
Sales tax total.....						40,973.92
Total.....						554,753.47