



October 22, 2020

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Pat Postell
Procurement & Contract Specialist
UTAH TRANSIT AUTHORITY
669 West 200 South
Salt Lake City, Utah 84101

RE: RFP 20-03267PP for PURCHASE OF ELECTRIC VEHICLES & CHARGERS

DATE DUE: October 23, 2020 at 11:00 AM

Dear Ms. Postell:

GILLIG is pleased to submit the enclosed **PACKAGE 2: PRICE PROPOSAL** documentation covering our response to the above solicitation for your review and consideration.

Contact During Proposal Evaluation Period:
JOSEPH POLICARPIO, VICE PRESIDENT, SALES
PHONE: 800-735-1500
EMAIL: sales@gillig.com
FAX: 510-785-6819

We appreciate this opportunity and look forward to a successful bid opening.

Very truly yours,

Joseph Policarpio
Vice President, Sales
Phone: 800-735-1500
Email: sales@gillig.com
FAX: 510-785-6819

JP:df
Encs.

Cc: William F. Fay, Jr., Director National Sales
Javier Hernandez, Jr., Director, Sales Operations
Arminder Dhillon, Director, Technical Publications
Sean Solis, Regional Sales Manager

**MINUTES OF A SPECIAL MEETING
OF THE MANAGERS OF
HCC MANAGER LLC**

A special meeting of the managers of **HCC MANAGER LLC**, an Illinois limited liability company (the "Company"), was held at 222 N. LaSalle Street, Chicago, IL 60601, on May 31, 2019. All of the Company's managers, namely A. Steven Crown, James S. Crown and William H. Crown, and the Company's Secretary, David M. Rubin, were present either in person or by phone. William H. Crown acted as Chairman of the meeting and David M. Rubin acted as Secretary of the meeting.

The Chairman stated that the purpose of the meeting was the appointment of officers for (a) Gillig LLC, a California limited liability company ("Gillig"); (b) Arkay Acquisition LLC, a Delaware limited liability company ("Acquisition"); (c) Arkay Land LLC, a California limited liability company ("Land"); and (d) Arkay Properties LLC, a California limited liability company ("Properties", and, together with Gillig, Acquisition and Land, the "LLCs"), in the Company's capacity as Manager of the LLCs. Upon motion duly made, seconded and unanimously carried, the following resolutions were adopted:

Gillig

RESOLVED, that the officers of Gillig are set forth below and such persons shall serve in the capacities set forth opposite their names until the earlier of their removal, replacement, or resignation:

DEREK MAUNUS	President and Chief Executive Officer
MICHAEL S. CANMANN	Vice President and Assistant Secretary
CHRISTOPHER TURNER	Executive Vice President -- Operations
BRIAN SHEPHERD	Vice President -- Finance and Chief Financial Officer
MARLA LOAR	Vice President -- Human Resources
CHARLES E. O'BRIEN	Vice President -- Aftermarket Parts
JOSEPH POLICARPIO	Vice President -- Sales and Marketing
GREG VISMARA	Vice President -- Engineering
DAVID M. RUBIN	Vice President, General Counsel and Secretary
MAUREEN FLYNN	Vice President, Controller, Treasurer and Assistant Secretary
AMY BLUMENTHAL	Assistant Secretary
BRIAN B. GILBERT	Assistant Secretary

FURTHER RESOLVED, that the above named officers be, and are hereby, authorized to execute any and all instruments for and on behalf of Gillig which are required in the usual and ordinary conduct of the business, including, but not limited to, Bid Documents, Sales Contracts, Purchase Contracts, Lease Purchase Agreements, assignments to such Lease Purchase Agreements, together with any documents which may be or become necessary to support such transactions of Gillig.

Acquisition

RESOLVED, that the officers of Acquisition are set forth below and such persons shall serve in the capacities set forth opposite their names until the earlier of their removal, replacement, or resignation:

WILLIAM H. CROWN	President
A. STEVEN CROWN	Vice President and Assistant Secretary
JAMES S. CROWN	Vice President and Assistant Secretary
WILLIAM C. KUNKLER III	Vice President and Assistant Secretary
MICHAEL S. CANMANN	Vice President, Treasurer and Assistant Secretary
DAVID M. RUBIN	Vice President, General Counsel and Secretary
MAUREEN FLYNN	Vice President, Controller and Assistant Secretary
DEREK MAUNUS	Vice President
BRIAN SHEPHERD	Vice President
AMY BLUMENTHAL	Assistant Secretary
BRIAN B. GILBERT	Assistant Secretary

Land and Properties

RESOLVED, that the officers of Land and Properties are set forth below and such persons shall serve in the capacities set forth opposite their names until the earlier of their removal, replacement, or resignation:

WILLIAM H. CROWN	President
MICHAEL S. CANMANN	Vice President, Treasurer, and Assistant Secretary
MAUREEN FLYNN	Vice President, Controller and Assistant Secretary
DEREK MAUNUS	Vice President
DAVID M. RUBIN	Vice President, General Counsel and Secretary
WILLIAM C. KUNKLER III	Assistant Secretary
AMY BLUMENTHAL	Assistant Secretary
BRIAN B. GILBERT	Assistant Secretary

Omnibus Resolution

RESOLVED, that any person previously serving the LLCs in the capacity of an officer and not otherwise appointed pursuant to the foregoing resolutions be, and hereby is, removed from such office with immediate effect.

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Respectfully submitted,



David M. Rubin
Secretary of the Meeting

CHARGING EQUIPMENT

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

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
ABB 150kW (HVC-150) Plug-In Charger	33	116,233	3,835,689
ABB Remote Plug-In Dispenser and Pedestal - Includes 23' Cord & CCS1 Plug-In Connector	99	Included	Included
ABB 450kW (HVC-450PD) On-Route Charger - Includes Mast and Pantograph	20	377,130	7,542,600
<i>Warranty</i>			
ABB - 2 year Standard Warranty for Plug-In Chargers	1	Included	Included
ABB - 2 year Standard Warranty for On-Route Charger	1	Included	Included
<i>Services</i>			
ABB Charger Connect & Operator Pro Software 2 Year Subscription	53	Included	Included
ABB Provided Plug-In Charger Commissioning - One Site Mobilization	1	Included	Included
ABB Provided On-Route Charger Commissioning - One Site Mobilization	1	Included	Included
<i>Optional Equipment or Service</i>			
HVC-100/150 Metal Support Frame	-	2,148	-
HVC-100/150 Cold-Climate Upgrade Kit	33	Included	Included
HVC-100/150 Long Distance Support Upgrade (150 meters)	33	Included	Included
ABB Cable Management for Remote Plug-In Dispenser	-	2,353	-
ABB HVC-150C Extended Warranty (3 Year)	-	3,000	-
ABB Remote Plug-In Dispenser Extended Warranty (3 Year)	-	500	-
HVC-450PD Extended Warranty (3 Year) - Pantograph and Pole	-	12,000	-
<i>Freight Charge**</i>	1	Included	Included
Total Hardware			\$11,378,289
Total Warranty			\$0
Total Services			\$0
Total Optional Equipment or Services			\$0
Total Freight Charge			\$0
GRAND TOTAL			\$11,378,289

The warranties on the charging equipment are provided by ABB and are subject to the ABB Standard Warranty. GILLIG makes no warranty of any kind whatever, express or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement. Pricing reflects equipment shipped directly to the Agency by ABB and the services described above. No further services are included as part of this GILLIG quote. Payment to GILLIG is due upon shipment of the equipment described herein. All pricing in USD.

CER 6. REVISED Pricing Schedule

All prices are to be in United States dollars		
	– Unit Price	– Extension
BUSES:		
Thirty-Five (35') Foot Electric Propulsion Transit/Suburban Bus – Quantity One (1)	\$860,210.00	\$860,210.00
Battery Type and Price: 5 PACKS 370 kWh	BASE	BASE
Battery Type and Price: 6 PACKS 444 kWh	\$912,466.00	\$912,466.00
Battery Type and Price:	N/A	N/A
Forty (40') Foot Electric Propulsion Transit/Suburban Buses Electric Bus in the following configurations:	SEE BELOW	SEE BELOW
1. Priced Configuration #1: Standard Transit bus configuration of two (2) doors low floor bus. Quantity one (1)	\$864,410.00	\$864,410.00
Battery Type and Price: 5 PACKS 370 kWh	BASE	BASE
Battery Type and Price: 6 PACKS 444 kWh	\$916,655.00	\$916,655.00
Battery Type and Price: 7 PACKS 518 kWh	\$974,805.00	\$974,805.00
2. Priced Configuration #2: Suburban (1) door bus with commuter style interior layout. Padded vinyl forward facing captain's chair commuter seating with seatbelts shall be included. USB and 110v patron outlets. Patron Wi-fi, 70mph Governor, overhead luggage storage racks (if available.) Bus shall be designed for a quiet comfortable highway ride and capable of long highway canyon grade trips. The bus shall also include an automatic tire chain system, or a prewire setup for one to be installed upon delivery. Quantity one (1). FORTY (40') BUS	\$951,022.00	\$951,022.00
Battery Type and Price: 6 PACKS 444 kWh	BASE	BASE
Battery Type and Price: 7 PACKS 518 kWh	\$1,009,161.00	\$1,009,161.00

Battery Type and Price:		
3. Priced Configuration #3: BRT route specific bus. Bus Shall have a ramp designed for near level platform boarding. Platform height is 12". The bus shall have streamlined large rear door to quickly allow boarding and unloading Wheelchair stations shall be priced with Quantum auto front or rear facing system (or approved equivalent). Provide pricing for one and both sides of the wheelchair securement area. The bus shall also include an automatic tire chain system, or a prewire setup for one to be installed upon delivery. Quantity one (1). FORTY (40') BUS	\$922,211.00 (1) QUANTUM 444 kWh	\$922,211.00 (1) QUANTUM 444 kWh
Battery Type and Price: 6 PACKS 444 kWh (2) QUANTUM	\$927,427.00	\$927,427.00
Battery Type and Price: 7 PACKS 518 kWh (1) QUANTUM	\$980,361.00	\$980,361.00
Battery Type and Price: 7 PACKS 518 kWh (2) QUANTUM)	\$985,577.00	\$985,577.00
CHARGING EQUIPMENT: Charging infrastructure/connections: Provide pricing for compatible charging infrastructure, including compatible depot chargers and high-power on route chargers as follows:		
1. Depot Chargers – Quantity one (1)	\$116,233.00	\$116,233.00
2. On-Route Chargers – Quantity one (1)	\$377,130.00	\$377,130.00
Special Tools (provide itemized list with tool manufacturer's name and price for all specialty tools)	SEE RECOMMENDED TOOLS LIST	SEE RECOMMENDED TOOLS LIST
Training – In accordance with Section 6 Technical Specifications.	SEE OPTIONAL TRAINING PRICE LIST	SEE OPTIONAL TRAINING PRICE LIST
Deliverables in accordance with Section 6 Technical Requirements (provide itemized list)	Not Separately Priced	Not Separately Priced
Keys – Any compartment that is lockable – Quantity Two (2)/Bus	INCLUDED	INCLUDED
Extended Warranty – Operator's Seat – Two (2) Years or 100,000 miles, 100% parts and labor except foam and fabric	INCLUDED	INCLUDED
Extended Warranty – Exterior Paint and Finish – Two (2) Years, unlimited miles, 100% parts and labor	INCLUDED	INCLUDED

BUS OPTION QUANTITIES - A total of ninety-five (95) option quantities of any pricing configurations described above maybe purchased during the term of this contract.	35' OR 40' BUS PRICE + PPI**	35' OR 40' BUS PRICE + PPI**
OPTIONS – Depot Chargers – An option quantity of thirty-two (32) Depot Chargers may be purchased during the term of this contract.	\$116,233.00	\$3,719,456.00
OPTIONS – On-Route Chargers – An option quantity of fourteen (14) (20) On-Route Chargers may be purchase during the term of this contract.	\$377,130.00	\$7,542,600.00
Leasing of Battery (indicate size) * 5 PACKS 370 kWh	DEDUCT \$202,960.00 PER BASE BUS PRICE ADD TWELVE \$30,933.00 ANNUAL PAYMENTS	
Leasing of Battery (indicate size) * 6 PACKS 444 kWh	DEDUCT \$248,753.00 PER BASE BUS PRICE ADD TWELVE \$37,120.00 ANNUAL PAYMENTS	
Leasing of Battery (indicate size) * 7 PACKS 518 kWh	DEDUCT \$294,546.00 PER BASE BUS PRICE ADD TWELVE \$45,290.00 ANNUAL PAYMENTS	
– Sales tax (if applicable)	N/A	N/A
–Delivery charges PER BUS	\$4,640.00	\$4,640.00
– TOTAL PROPOSED PRICE	DEPENDENT UPON CONFIGURATION SELECTION	DEPENDENT UPON CONFIGURATION SELECTION
40' BUS CONFIGURATION #1 – ADA equipment (included in above unit prices)	\$23,860.00	N/A

– This form is to be completed and included in the Price Package

*PROFORMA PROPOSAL. LEASE RATES AND PAYMENTS WILL BE FINALIZED AT TIME OF LEASE CONTRACT EXECUTION. CUMMINS TO REPLACE BATTERY PACKS AT THE SIXTH YEAR.

** BASE BUS PRICE IS VALID FOR 120 DAYS. OPTION BUSES AND EQUIPMENT PURCHASED AFTER INITIAL ORDER WILL BE PRICED AT THE BASE PRICES SHOWN ON THIS PRICING SCHEDULE PLUS PPI (PRODUCER PRICE INDEX) "CATEGORY 1413 TRUCK & BUS BODIES". BASE INDEX USED WILL BE THE INDEX AT CONTRACT EXECUTION OR FIRM P.O. DATE.

SALT LAKE CITY, UT RFP 20-03267PP

Maintenance & Diagnostic Tools

E-Bus

LAPTOPS

82-19526-000	COMPUTER, LAPTOP DELL E5570 LATITUDE	\$ 1,453.00
82-19526-001	LAPTOP, TOUGHBOOK CF31	\$ 4,648.00
82-19526-004	LAPTOP, DELL LATITUDE 14 RUGGED	\$ 2,046.00
82-19526-005	TABLET, 10.1" PANASONIC TOUGHBOOK 20	\$ 3,940.60
82-19526-007	SAMSUNG GALAXY TABLET	\$ 561.00

CUMMINS TOOLS

82-17098-003	SOFTWARE, INSITE LITE SUBSCRIPTION	\$ 1,040.00
82-17098-002	SOFTWARE, INSITE PRO SUBSCRIPTION	\$ 1,320.00
82-23481-004	KIT,DATALINK ADAPTER	\$ 1,327.00

ABS TOOLS

82-24262-000	WABCO SOFTWARE, ABS TOOLBOX	\$ 498.00
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DESTINATION SIGN

82-83177-000	SOFTWARE, MIE (FOR SMART SERIES 3 SIGNS)	\$ 350.00
82-55054-000	USB 2.0 DATA KEY	\$ 64.00

HVAC TOOLS

82-58779-001	TOOL,INTELLIGARE III,SMART PAC	\$ 1,676.00
82-43359-001	KIT, DIAGNOSTIC, W/USB WEBASTO	\$ 530.00
10-76769-000	KIT, COOLANT BUCKET FILL	\$ 267.00
82-64551-014	PROHEAT SOFTWARE, DATALINK	FREE
82-09171-000	TOOL, CLUTCH PULLER (TK)	\$ 570.00

RAD/CAC TOOLS

82-73071-000	KIT, MODINE RADIATOR DIAGNOSTIC	\$ 216.00
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I/O TOOLS

82-40737-008	CABLE, INTERFACE(LAPTOP)	\$ 47.00
82-40737-012	UTILITY PROGRAM, G5-DINEX	\$ 142.00
82-40737-010	USB, DOWNLOADER, PROGRAM	\$ 50.00
82-40737-011	TOOL, MAINTENANCE I/O, (TABLET)	\$ 5,000.00

SALT LAKE CITY, UT RFP 20-03267PP

Maintenance & Diagnostic Tools

E-Bus

82-79937-000	SOFTWARE,REAL TIME LADDER LOGIC	\$ 4,000.00
GENERAL TOOLS		
06-42218-000	BAR TOW, LOWFLOOR	\$ 3,325.00
83-01910-000	AIMER, OPTICAL HEADLIGHT	\$ 1,845.00
82-85747-000	DIAGNOSTIC THERMAL IMAGER	\$ 1,992.86
83-00238-000	JACK, FLOOR HYDRAULI,C 10 TONS	\$ 2,047.00
54-43146-001	KEY,COMBINATION COMPRESSION LATCH & 5/16 INSQUAR	\$ 24.66
82-90178-000	KIT, LOW FLOOR TOW BRKT & PIN	\$ 717.60
82-47673-001	LIFTER,WINDSHIELD,250LBS	\$ 4,599.00
53-15741-000	LOCK ASM,W/2 BH010 KEYS	\$ 10.83
82-77708-000	ON-VEHICLE DISC BRAKE LATHE	\$ 28,257.43
83-00848-000	REFRIGERANT RRR MACHINE	\$ 9,163.20
82-86101-000	TOOL, BRAKE MATE VIS CHECK	\$ 20,460.00
82-08122-000	TOOL, BUSHING REMOVAL SUSPENSION	\$ 948.73
82-47680-000	USB-S TRANLATOR (MAGIC KEY)	\$ 974.67
82-84075-000	VOLTAGE DETECTOR TOOL, USB CURRENT	\$ 26.32
ELECTRICAL TOOLS		
82-90661-000	AMP CONNECTOR & TERMINAL KIT	\$ 305.32
82-51914-001	DT DEUTSCH CONN W/TOOLS KIT	\$ 783.32
82-77874-000	VANNER, DIAGNOSTIC KIT (INCLUDES SOFTWARE, DRIVERS & HARNESS)	\$ 1,200.00
82-84075-000	VOLTAGE DETECTOR TOOL, USB CURRENT	\$ 26.32
82-90029-000	WEATHER PACK CONNECTOR & TERMINAL KIT	\$ 327.88
83-02283-000	DIAGNOSTIC DEVICE, QUICK CHECK for C703 & C706 ALTERNATOR	\$ 254.00
83-02284-000	DIAGNOSTIC DEVICE, QUICK CHECK for C803D ALTERNATOR	\$ 254.00

SALT LAKE CITY, UT RFP 20-03267PP

Maintenance & Diagnostic Tools

E-Bus

HIGH VOLTAGE TOOLS

82-33295-003	FLUKE DIGITAL MULTIMETER	\$	707.14
83-03379-000	FLUKE 1503 INSULATION TESTER	\$	901.43
83-03151-000	SALISBURY TORQUE WRENCH	\$	766.07
83-03151-001	SALISBURY TORQUE DRIVER	\$	673.93
83-03151-002	SALISBURY 6" EXTENSION	\$	63.57
83-03157-000	WIHA INSULATED SCREW DRIVER SET	\$	378.89
83-03153-000	WIHA INSULATED NUT DRIVER SET	\$	125.57
83-03154-000	WIHA INSULATED OFFSET WRENCH SET	\$	461.40
83-03155-000	WIHA INSULATED OFFSET WRENCH 8MM	\$	47.49
83-03156-000	WIHA INSULATED OFFSET WRENCH 9MM	\$	47.50
83-03157-000	WIHA INSULATED SLIMLINE SET	\$	157.11
83-03158-000	WIHA 10MM SOCKET	\$	41.86
83-03159-000	WIHA 8MM SOCKET	\$	41.86
83-03160-000	WIHA ¼" SOCKET	\$	26.71
83-03161-000	WIHA ¼" OPEN-END WRENCH	\$	36.94
B00ES8KX84	CARHARTT GEAR BAG, BLACK	\$	107.13
83-03163-000	MASTERLOCK #488 PLUG LOCKOUT COVERS	\$	31.05
83-03179-000	(2PCS) ZING 3" LOCK	\$	46.57
83-03164-000	(6PCS) BRADY 1" LOCK	\$	85.74
83-03165-000	(3PCS) LOCKOUT HASP	\$	17.10
83-03166-000	LOCKOUT TAGS	\$	19.77

PERSONAL PROTECTION EQUIPMENT

83-03167-000	KNIPEX INSULATED MAT 39 3/8 IN.	\$	651.11
83-03168-000	DELTA ARC FLASH HARNESS UNIVERSAL	\$	676.11
83-03169-000	CAPITOL SAFETY 6FT. ARC FLASH KEVLAR LANYARD	\$	361.11
83-03170-000	SALISBURY ARC FLASH KIT	\$	983.33

Kit Includes:

Coverall

12 cal./cm2 Face Shield

Safety Glasses

ATPV Rated AFHOOD

Storage Bag



October 22, 2020

SALT LAKE CITY, UT RFP 20-03267PP TRAINING

GILLIG training can only be purchased in 24-hour blocks, a GILLIG instructor will travel to your facility to administer all GILLIG training. These classes are scheduled Tuesday thru Thursday (they travel Monday & Friday) and can be tailored to your operational needs. Some OEM training may be conducted at a local dealer as determined by the OEM and their training resources at the time of purchase.

OPTION TRAINING	PRICE
Operator Instruction (Provided During PDI) provided by GILLIG	No Charge
Maintenance Department General Vehicle Orientation (Provided During PDI) provided by GILLIG	No Charge
GILLIG Aftermarket Parts Orientation provided by GILLIG	No Charge
Wheel Chair Ramp – 8 hours up to 12 students provided by Lift-U	No Charge
Destination Sign Training - 8 hours up to 12 students provided by Luminator	No Charge
Fire Suppression Training – 8 hours up to 12 students provided by Amerex	No Charge
Multiplex Electrical System – 24-hour program up to 12 students provided by GILLIG	\$5,000.00
System Level Maintenance Training - 24-hour program up to 12 students provided by GILLIG	\$5,000.00
Shop Level Maintenance Training - 24-hour program up to 12 students provided by GILLIG	\$5,000.00
Any Future New Technologies Equipment Not Identified - 24-hour program up to 12 students provided by GILLIG	\$5,000.00
GILLIG Training – 24 hours custom tailored up to 12 students provided by GILLIG	\$5,000.00
Air System and Brake – 16-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Steering/Suspension – 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Body and Panel Repair – 4-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Tow, Service Truck Procedures and Proper Lifting of Vehicle - 4-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Battery Electric Bus Operator Training – 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Battery Electric Bus Service Personnel Training – 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Battery Electric Bus Technician Training – 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase

Hydraulic System - 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase
EFAN System – 6-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Entrance/Exit Door Systems - 8-hour program (to be included with 24-hour block)	Part of 24hr Purchase
Electric Powertrain Familiarization Training – Provided at local Cummins dealer, price is per student per day. Does not include travel. (3 mechanics for one (1) 8hr class = \$2,700.00)	\$2,700.00
Cummins Commercial Electric Vehicle Qualification Training - Provided at Cummins Facility in Columbus, IN, price is per student per day. Does not include travel. (3 mechanics for one (1) 16hr class = \$5,400.00)	\$5,400.00
Thermo King HVAC Virtual Training – Price is per student per day. Does not include travel. Requires minimum of (8) attendees, \$200.00 per student per day.	\$1,600.00
Thermo King HVAC Field Training at Customer Site – Price is per student per day. Does not include travel. Requires minimum of (8) attendees, \$300.00 per student per day.	\$2,400.00



PRICING CLARIFICATION

PRICING CLARIFICATION

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

TAX/FEE STATEMENT

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

PAYMENT

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

EMISSIONS AND OTHER REGULATED OR MANDATED CHANGES

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

OPTIONAL BUILD PRICING

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

GILLIG LLC

By:

JOSEPH POLICARPIO

Title:

VICE PRESIDENT, SALES

Date:

OCTOBER 22, 2020

CER 9. Other Certifications
CER 9.1 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to **Utah Transit Authority** in response to Request for Proposal No. **UT 20-03267PP** in its entirety.

Proposer: GILLIG LLC

Street address: 451 DISCOVERY DRIVE

City, state, ZIP: LIVERMORE, CA 94551

Name and title of Authorized Signer(s): JOSEPH POLICARPIO, VICE PRESIDENT, SALES

Name and title of Authorized Signer(s): ---

Phone: 800-735-1500 OR 510-785-1500

 OCTOBER 22, 2020
Authorized signature Date

--- ---
Authorized signature Date

Electric Vehicle Infrastructure

HVC-C UL depot charging for electric fleets



—
HVC Depot Boxes and power cabinets, lined up at a depot site.

A practical solution for busy depots

ABB Heavy Vehicle Charger (HVC) products enable electric buses and trucks to charge at the depot ensuring flexibility and scale for every fleet operation that is transitioning to zero-emission transportation.

Key Benefits

- + Smart charging
- + Small infrastructure footprint at vehicle interface
- + Flexible design for roof and floor mounting
- + SAE J1772 CCS and OCPP 1.6 compliant
- + Remote diagnostics and management tools

Sequential Charging

Improving total cost of ownership is easy using the sequential charging feature offered by ABB's depot chargers. This feature allows connection of up to three depot charge boxes with a single power cabinet and vehicles are charged sequentially over time. The system can follow an embedded, predefined charging process or remote triggers sent by a fleet management system via OCPP 1.6.

- Vehicles are charged with high power, maximizing vehicle availability
- The required grid connection is smaller, reducing upfront investments and operational costs
- The compact depot box is easy to install at sites with space constraints
- Optimal utilization of installed infrastructure meaning lower investments in charging equipment.

ABB HVC-C UL Depot Charging systems offer a highly reliable, intelligent and cost-effective solution to charge large EV fleets such as buses, trucks and other commercial vehicles.

Buy America

ABB can offer the HVC-C Depot Charging Solution with compliance to the Buy America Act Rule 49 CFR Part 661.5.

Future-proof modular design

Power cabinets can be upgraded from 100 or 150 kW in the field, as well as add additional depot charge boxes, allowing operators to scale their operation and to spread investments over time.

Safe and reliable operation

ABB fast chargers are designed to the highest international electrical, safety, and quality standards, and are certified by notified bodies - guaranteeing safe and reliable operation.

Connectivity and remote services

ABB chargers come with an extensive suite of connectivity features including remote services such as monitoring, management, diagnostics and software upgrades. These advanced services provide equipment owners with powerful insights into their charging operations while enabling high uptime.

ABB is your experienced partner

ABB HVC products are based on a decade of high power experience in EV charging solutions. ABB has installed over 13,000 fast charging systems in more than 80 countries – and is the leading EV infrastructure technology supplier globally.

Overnight charging 100 kW - 150 kW

A field upgradeable system with future proof reliability

HVC 100C



Upgrade
→

HVC 150C



HVC 150C*



* 150 kW overnight charging system with three depot charge boxes; shown mounted on pedestal option.

A power upgrade can be done in the field by adding an extra power module. No groundworks, digging and disturbance to the site are required.

Technical specifications

Configurations	HVC 100C	HVC 150C
Maximum output power	100 kW	150 kW
AC Input voltage	UL: 3-phase, 480Y/277 VAC +/- 10% (60 Hz) CSA: 3-phase, 600Y/347 VAC +/-10% (60 Hz)	
AC Input connection	L1, L2, L3, GND (no neutral)	
Rated input power	117 kVA	170 kVA
Rated input current	UL: 132 A / CSA: 108 A	UL: 198 A / CSA: 168 A
Recommended upstream circuit breaker(s)	UL: 1 x 200 A / CSA: 1 x 150 A	UL: 1 x 250 A / CSA: 1 x 250 A
Output voltage range	150 – 850 VDC	
Maximum DC output current	166 A	200 A
Vehicle connection interface	CCS/Combo Type 1 Connector	
Cable length	3.5 m (11.5 ft) standard; 7 m (23 ft) optional	
DC connection standard	SAE J1772 - IEC 61851-23 / DIN 70121 - ISO 15118	
Environment	Indoor/Outdoor	
Operating temperature	Standard: -10 °C to +50 °C (de-rating characteristic applies) Optional: -35 °C to +50 °C	
Protection	Power Cabinet: IP54 – IK10 (equivalent to NEMA 3R) Depot Charge Box: IP65 - IK10	
Network connection	GSM/3G modem 10/100 base-T Ethernet	
Compliance and Safety	CSA No. 107.1-16 and UL 2202 certified by TUV BA Rule 49 CFR Part 661.5 (Optional)	
Dimensions		
Power Cabinet	Dimensions (H x W x D)	2030 x 1170 x 770 mm / 79.9 x 46.1 x 30.3 in
	Weight	1340 kg / 2954 lbs
Depot Charge Box (without pedestal)	Dimensions (H x W x D)	800 x 600 x 210 mm / 31.5 x 23.6 x 8.3 in
	Weight	61 kg / 134.5 lbs (with 7 m / 23 ft cable)
Depot Charge Box (with pedestal)	Dimensions (H x W x D)	1914 x 600 x 400 mm / 75.4 x 23.6 x 16.3 in
	Weight	181 kg / 398 lbs (with 7 m / 23 ft cable)

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Electric Vehicle Infrastructure

HVC-PD UL opportunity charging for electric buses



The HVC-PD charging system leverages an automated connection to enable extremely fast charge times.

A practical solution for route charging
 ABB's Heavy Vehicle Charger (HVC) system architecture offers an ideal solution for opportunity charging, ensuring zero-emission public transit during the day without impacting daily route operations.

Key Benefits

- + Charge in 3 to 6 minutes
- + One charger serves many vehicle makes and models
- + Safe and reliable fully automated connection
- + SAE J3105-1 and OCPP 1.6 compliant
- + Remote diagnostics and management tools

Future-proof modular design
 Additional power cabinets can be installed at any time, allowing operators to scale their operation and flexibly spread out infrastructure investments as their fleet grows.

Safe and reliable operation
 ABB fast chargers are designed to the highest international electrical, safety, and quality standards, and are certified by notified bodies - ensuring safe and reliable operation.

Interoperability
 ABB HVC chargers are based on international standards for operational compatibility with multiple

ABB's HVC-PD opportunity charging system offers high-power charging via an automated rooftop connection. With typical charge times of 3 to 6 minutes the system can be easily integrated in existing operations by installing chargers at endpoints, terminals and intermediate stops.

vehicle types and brands. This allows operators to select vehicles from multiple vendors and not be locked into a single supplier.

Connectivity and remote services
 ABB chargers come with an extensive suite of connectivity features including remote services such as monitoring, diagnostics and software upgrades. These advanced services provide equipment owners with powerful insights into their charging operations while delivering high uptime.

OCPP 1.6
 ABB HVC-PD charging systems can be connected to standardized charging infrastructure management platforms using OCPP 1.6. ABB's HVC suite supports OCPP 1.6 Core and Smart Charging Profiles.

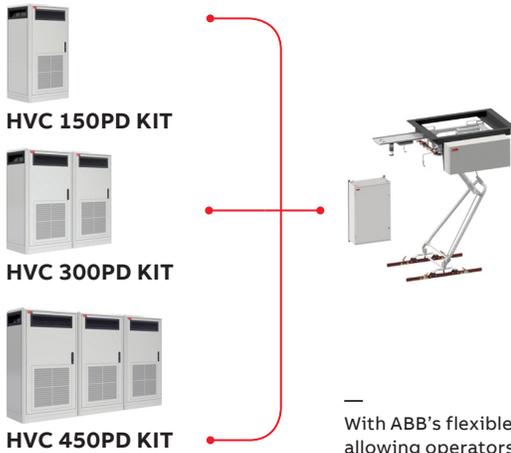
Buy America
 ABB can offer the HVC-PD Depot Charging Solution with compliance to the Buy America Act, Rule 49 CFR Part 661.5.

ABB is your experienced partner
 ABB HVC products are based on a decade of high-power experience in EV charging solutions. ABB has installed over 14,000 fast charging systems in more than 80 countries – and is the leading EV infrastructure technology supplier globally.

Opportunity charging 150 kW to 450 kW

A scalable system with future-proof reliability

Charging on existing structure



Charging on route



With ABB's flexible HVC architecture, power capability can be expanded over time, allowing operators to spread out infrastructure investments as their fleet grows.

Technical specifications

Configurations	HVC 150PD	HVC 300PD	HVC 450PD
Maximum output power	150 kW	300 kW	450 kW
Input AC connection	UL: 3-phase, 480Y/277 VAC +/- 10% (60 Hz); CSA: 3-phase, 600Y/347 VAC +/-10% (60 Hz)		
Rated input power	170 kVA	2x 170 kVA	3x 170 kVA
Rated input current	UL: 198 A CSA: 168 A	UL: 2x 198 A CSA: 2x 168 A	UL: 3x 198 A CSA: 3x 168 A
Recommended upstream circuit breaker(s)	1 x 250 A	2 x 250 A	3 x 250 A
Output voltage range	150 – 850 VDC		
Maximum DC output current	250 A	500 A	600 A*
Vehicle connection interface	Inverted crossrail pantograph - OppCharge		
DC connection standard	SAE J3105-1 - IEC 61851-23-1** - ISO 15118		
Environment	Indoor/Outdoor		
Operating temperature	Standard: -10 °C to +50 °C (de-rating characteristic applies); Optional: -35 °C to +50 °C		
Protection	IP54 – IK10 (NEMA 3R)		
Network connection	GSM/3G/4G modem 10/100 base-T Ethernet		
Compliance and safety	CSA No. 107.1-16 and UL 2202, certified by TUV BA Rule 49 CFR Part 661.5 (Optional)		

Dimensions

Power cabinet (each)	Number of Power Cabinets	1	2	3
Dimensions (H x W x D)		2030 x 1170 x 770 mm / 79.9" x 46.1" x 30.3"		
Weight		1340 kg / 2954 lbs		
Charge pole (includes Pantograph & ACM)	Dimensions (H x W x D)	5240 x 1040 x 300 mm / 206.3" x 40.9" x 11.8"		
	Outreach	4670 mm / 183.9" x 30.3"		
	Weight	1706 kg / 3762 lbs		
ACM Control Module KIT	Dimensions (H x W x D)	1600 x 1000 x 476.9 mm / 63" x 39.4" x 18.8"		
	Weight	193 kg / 425 lbs		
Pantograph KIT	Dimensions (H x W x D)	(resting position / bolt-hole pattern) 574 x 1300 x 900mm / 22.6"H x 51.2"W x 35.4"D		
	Weight	227 kg / 500 lbs		

* Limited by inverted pantograph contact ratings

** IEC 61851-23-1 in draft status

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GILLIG LLC
LOW FLOOR TRANSIT COACH
STANDARD LIMITED WARRANTY & EXTENDED COVERAGE FOR
UTAH TRANSIT AUTHORITY - SALT LAKE CITY, UTAH
BID RFP 20-03267PP FOR ELECTRIC VEHICLES – OCTOBER 23, 2020

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

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

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

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

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

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

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

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

CATEGORY 1

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

	Coverage Period ⁽¹⁾	
	<u>Months</u>	<u>Miles</u>
FULL COACH WARRANTY ^{(2) (3) (7)}	12	50,000
BODY STRUCTURE WARRANTY ⁽⁴⁾	36	150,000
CORROSION & STRUCTURAL INTEGRITY WARRANTY ⁽⁵⁾	84	350,000

CATEGORY 2

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

<u>AXLE</u>		
Meritor Front Steering	60	300,000
Meritor Rear Driving	60	300,000
<u>BRAKE SYSTEM</u>		
(Excludes Friction Material)		
Bendix Valves	24	100,000
Meritor Brakes	24	100,000
<u>ELECTRONIC COOLING PACKAGE</u>		
Modine System	36	Unlimited

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

CATEGORY 3

	Coverage Period ⁽¹⁾	
	<u>Months</u>	<u>Miles</u>
<u>POWERTRAIN</u> ⁽⁷⁾		
CUMMINS	60	250,000
Energy Storage System	144	500,000 (90% of Original Useable Capacity/Pack Depth Charge 70%)
<u>AIR CONDITIONING SYSTEM</u>		
Thermo King Electric	24	Unlimited
<u>WHEELCHAIR RAMP</u>		
Lift-U LU18	24	Unlimited
<u>DOOR SYSTEM</u>		
Vapor	12	Unlimited

Low Floor Transit Coach Emission Warranty

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

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

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

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

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

NOTES

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