

**CER 4. REQUEST FOR EQUALS
RETURN WITH YOUR PROPOSAL**

Company Name: GILLIG LLC

Specification Section Number: GC5. TITLE AND WARRANTY OF TITLE, PAGE 32

Component Item Listed:
Adequate documents for registering the bus in Oklahoma shall be provided to Tulsa Transit not less than ten (10) business days before delivery to Tulsa Transit.

Proposed Item:
GILLIG is a manufacturer of the vehicles proposed for this procurement. If we are the successful bidder we will provide the Manufacturer's Statement of Origin (MSO) document to transfer ownership. This document is approved in all 50 states.



Certificate of Origin -
SAMPLE.pdf

[Handwritten signature] OK

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Company Name: GILLIG LLC
Specification Section Number: SP 7. PAYMENT TERMS – PAYMENT UPON DELIVERY,
PAGE 47

Component Item Listed:
All payments shall be made as provided herein, less any additional amount withheld as provided below.

Tulsa Transit shall make payments for buses at the unit prices itemized in the price schedule within 30 calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

Tulsa Transit shall make a final payment for all withholding within 45 calendar days of receipt of a final proper invoice and the following:

- Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
- Contractor provision of any certifications as required by law and/or regulations.
- Completion of post-delivery audits required under the Contract.

Proposed Item:
GILLIG requests revision of the above clause to read as follows:

All payments shall be made as provided.

Tulsa Transit shall make payments for buses at the unit prices itemized in the price schedule within 30 calendar days after the delivery and acceptance of each bus and receipt of a proper invoice and the following.

- Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
- Contractor provision of any certifications as required by law and/or regulations.
- Completion of post-delivery audits required under the Contract.

OK



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Company Name: GILLIG LLC

Specification Section Number: SP 8. PAYMENT OF TAXES, PAGE 47

Component Item Listed:

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor will maintain auditable records, subject to Tulsa Transit reviews, confirming that tax payments are current at all times.

Proposed Item:

GILLIG requests that the Procuring Agency advise bidders/proposers of any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful bidder/proposer as part of the performance of this contract or option of this contract.

The APTA STANDARD BUS PROCUREMENT GUIDELINES advise that the "Agency shall furnish to all prospective Proposers a list of applicable state and local taxes imposed by the Agency's state or local governments. The Agency shall be liable for any such state and local taxes applicable to the complete bus as delivered that are promulgated and become effective between the Due Date and the delivery date."

OK 

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Company Name: GILLIG LLC

Specification Section Number: SP 11. INSURANCE, PAGE 48

Component Item Listed:

The Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self insurance program covering Supplier's employees while on Tulsa Transit property.
- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$5,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$5,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
 - Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

Contractor shall deliver to Tulsa Transit, within ten (10) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to Tulsa Transit's Contract Administrator.

Proposed Item:

GILLIG maintains and pays the premiums for insurance of the types and limits it deems sufficient for its protection through the manufacturing process, and through delivery and acceptance at the Agency property. Upon delivery of the transit vehicles, the Agency, as the new Legal Owner, would be responsible to obtain and pay the premiums for insurance of the types and limits it requires for its protection.

GILLIG requests approval to delete the requirement to maintain insurance for the Agency during any warranty period and for a period of five (5) years after acceptance of the last bus delivered under this Contract.

We request approval of our attached "standard" Certificate of Liability Insurance document.



2017 Insurance
Certificate 2017.pdf

OK [Signature]

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Company Name: GILLIG LLC

Specification Section Number: SP 12. SOFTWARE ESCROW ACCOUNT

Component Item Listed:

All Contractor's policies shall contain an endorsement naming Tulsa Transit as an additional insured and providing that written notice shall be given to Tulsa Transit location at least thirty (30) days prior to termination, cancellation, or material reduction of coverage in the policy; provided, however, that such notice may be given on ten (10) days' notice if the termination is due to nonpayment of premium.

Upon execution of the Contract, the Contractor shall provide Tulsa Transit a list of all OEM software comprising proprietary works ("Proprietary Software") for all major vehicle subsystems. From time to time and only upon request, information contained within the listed software may be made available to Tulsa Transit through the OEM of the vehicle subsystem. The Contractor and OEM are not obligated to provide copies of source code as this is proprietary intellectual property; however, the Contractor is obligated to assist Tulsa Transit with any technical assistance for the duration of the life of the vehicle. It is Tulsa Transit's prerogative to evaluate the long-term viability of the Contractor and its Subcontractors and Suppliers based upon the criteria set forth in "Qualification Requirements."

Proposed Item:

GILLIG requests deletion of the requirement to provide a Software Escrow Account for this procurement.

This proprietary information is not available from our major vehicle subsystem suppliers.

GILLIG will continue to support your Agency through our Field Service Department and Warranty coverage, as required in your specifications.

OK 

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Company Name: GILLIG LLC

Specification Section Number: TS 5. Overall Requirements

Component Item Listed: _____

This shall include an OEM to vendor cross-reference listing.

Proposed Item: _____

GILLIG requests approval to delete the requirement to provide a vendor cross-reference listing. This type of information could be used to harm GILLIG's future business and financial health.

GILLIG does agree that in the event that we fail to meet our obligations of providing replacement parts in a predetermined time frame, at that point we'll share such cross reference vendor/supplier information requested.

OK AC

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**CER 4. REQUEST FOR EQUALS
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Company Name: GILLIG LLC

Specification Section Number: TS 5. Overall Requirements

Component Item Listed:
The manufacturer shall use FC-300 and FC-195 hoses for all flexible lines except A/C and discharge from the air compressor to the wet tank.

Proposed Item:
GILLIG requests approval to provide Aeroquip FC-186 hoses for all coolant lines within the engine compartment. GILLIG has found that FC-186 hoses are compatible with many alternative coolants including organic fluids such as OAT.

In addition, this technology is consistent with your most recent delivery of vehicles as well.

OK AC

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Company Name: GILLIG LLC

Specification Section Number: TS 5.3 Total Bus Operation

Component Item Listed:
Each bus shall be driven for a minimum of twenty-five (25) miles during the road tests. The plan shall be submitted to Tulsa Transit for approval.

Proposed Item:
GILLIG advises the Agency that GILLIG supplements its vehicle road test with a chassis dynamometer test to ensure thorough testing of buses before they are shipped to customers.

Each bus, after build completion, is subjected to the dynamometer test. The dynamometer is a dual roller, in-ground water-brake type capable of loading the engine to a maximum of 550 HP at 35 mph. It communicates with the vehicle and engine through J1708 or J1939 protocols and its automatic mode profile editor steps the operator through the multiple set point test, and the database is automatically created and stored for every test.

After log in with chassis and engine serial numbers and a warm-up period, the vehicle is run through a simulated test program that records pertinent parameters such as engine horsepower and torque at the road, at various rpm's, maximum road speed, engine temperature and oil pressure, etc. These parameters along with pertinent graphs and charts are stored in GILLIG's vehicle database along with other relevant information for that specific vehicle. The vehicle is then visually checked and released to road test.

The vehicle road test (approx. 6 to 8 miles) is then conducted on surrounding surface streets and a checklist of items are observed, such as driving and handling characteristics, vehicle control responses, rattle, noises, door operation, etc., before returning to the plant for final inspection and shipping.

GILLIG requests approval.

OK RC

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Company Name: GILLIG LLC

Specification Section Number: TS 5.12 Technical Training

Component Item Listed:

The Contractor shall provide a structured program of technical training which will consist of specific and identifiably separate curriculum for each subject area. Each subject area training session shall be between eight (8) and forty (40) classroom/hands-on hours based on subject area, with class being no more than (10) participants. The training will be delivered at Tulsa Transit's location on a schedule coordinated by Tulsa Transit's training department and the Contractor. For the buses purchased by CART, the training will be delivered at CART locations on a schedule coordinated by the CART training department and the Contractor.

The technical training shall be delivered on a schedule coordinated between Tulsa Transit's training department and the Contractor. The subject area of sessions to be provided will be negotiated between Tulsa Transit's training personnel and the Contractor, with the base requirement being 96 hours.

Proposed Item:

GILLIG requests approval to provide separate lines on the Price Sheet to keep the training and training aid costs separate from the base price of each coach and should GILLIG be the successful bidder all training requirements can be finalized at the pre-production meeting.

GILLIG also advises that we will provide an itemized list of all training and aids to be supplied.

GILLIG would also like to clarify that Engine and Transmission training courses are often provided at their respectable local dealer and that the Agency would be responsible for the additional cost for travel. GILLIG will cover the cost of tuition for the course.

OK RL

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Company Name: GILLIG LLC

Specification Section Number: TS 5.8 Interchangeability

Component Item Listed:

Unless otherwise agreed, all units and components procured under this Contract, whether provided by Suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture and installation to ensure interchangeability among buses in each order group in this procurement.

Proposed Item:

GILLIG agrees that all coaches to be manufactured within a given production run will be duplicates in design, manufacture, installation, etc., as required by this section.

However, since this solicitation includes an option for additional coaches, GILLIG proposes that any such optional coaches may include regulated or legislated changes or product improvements initiated by GILLIG and/or vendors without obligation to retrofit previous builds.

For example, the engine manufacturer might change engine emission components in order to assure a more reliable system or to meet regulatory requirements that might have changed. GILLIG agrees to advise the Agency with regard to any significant variations of design or cost between coaches in the basic award and those exercised as part of an option.

For example, the engine manufacturer might change engine emission components in order to assure a more reliable system or to meet regulatory requirements that might have changed. GILLIG agrees to advise the Agency with regard to any significant variations of design or cost between coaches in the basic award and those exercised as part of an option.

OK RC

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