

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



KingCounty

Finance and Business Operations Division  
Procurement and Contracts Services Section  
Department of Executive Services

CNK-ES-0340  
3<sup>rd</sup> Floor  
401 5<sup>th</sup> Avenue  
SEATTLE, WA 98104

206-263-9400 Ph  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:**  
GILLIG LLC  
25800 CLAWITER RD

HAYWARD, CA 94545 United States  
Fax: (510) 8870981

**BILL TO:**  
KC DES FBOD ACCOUNTS PAYABLES  
401 5TH AVE, CNK-ES-0320  
SEATTLE, WA 98104

**SHIP TO:**  
KC DES FBOD PCSS GOODS AND SERVICES  
401 5TH AVE, CNK-ES-0340  
SEATTLE, WA 98104

### CONTRACT

CONTRACT NO. 5443893	REVISION 0	PAGE 1 of 1
CREATION DATE 09-MAY-2012	BUYER RENA JACKSON	
DATE OF REVISION	BUYER	

CONTRACTOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
8378	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Best Way	ROY STANLEY Telephone: (510) 785-1500

#### DESCRIPTION

Furnish Allison EP50 Transmissions, Repair Parts and Tools to King County personnel as requested, during the period May 23, 2012 through May 22, 2017, in accordance with ITB #1092-12-RLJ and responding offer of Gillig LLC, both Incorporated by reference as if fully set forth herein.

Individual standard Purchase Orders with unique Purchase Order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of Goods and Services.

All invoices must reference the individual Standard Purchase Order number to avoid delay in payments.

# ORIGINAL



King County

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

## Invitation to Bid

ADVERTISED DATE: **MARCH 29, 2012**

Invitation to Bid (ITB) Title: Allison EP50 Hybrid, B400 ReTran and B500R ReTran Transmissions, Repair Parts and Tools

ITB Number: 1092-12-RLJ

Due Date: April 17, 2012 - 2:00 p.m.

Buyer: Rena Jackson, rena.jackson@kingcounty.gov, 206-263-9385

Alternate Buyer: Rick Davison, rick.davison2@kingcounty.gov, 206-263-9307

Furnish Allison Transmissions, Repair Parts and Tools as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL SCHEDULE 1: \$ 1,014,892.18

TOTAL SCHEDULE 2: \$ 616,719.35

GRAND TOTAL OF SCHEDULE 1 AND 2: \$ 1,631,611.53

PRE-BID CONFERENCE

None

Sealed Bids are hereby solicited and will only be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

**BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.**

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Gillig LLC

Address

25800 Clawiter Road

City/State /Postal Code

Hayward, CA 94545

Signature

Print name and title

Chuck O'Brien, Vice-President

Email

cobrien@gillig.com

Phone

1-510-785-1500

Fax

1-510-887-0981

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

## **SECTION 1 Instruction To Bidders**

### **1.1 Introduction**

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### **1.2 Bid Submittal Procedure**

The **original and two (2) copies and one (1) disc of the pricing** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

### **1.3 Electronic Commerce and Correspondence**

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement> Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

King County Procurement Services features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

#### **1.5 Late Bids**

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

#### **1.6 Cancellation of ITB or Postponement of Bid Opening**

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

#### **1.7 Addenda**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

#### **1.8 Questions and Interpretation of the ITB**

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

#### **1.9 Examination of Bid Documents**

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

### **1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date**

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

### **1.11 Bid Withdrawal After Public Opening**

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

### **1.12 Cost of Bid and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

### **1.13 Collusion**

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

### **1.14 Bid Effective Date**

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

### **1.15 Bid Price and Tax**

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

### **2.2 Responsive and Responsible**

#### **Responsive**

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

#### **Responsible**

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

### **2.3 Financial Resources and Auditing**

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### **2.4 Substitutions**

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

## **2.5 Forms Required Before Contract Award**

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 \*

\*If not on file with the County

## **2.6 Rejection of Bids**

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

## **2.7 Single Bid Receipt**

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## **2.8 Public Disclosure of Bids**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

## **SECTION 3 Standard Contractual Terms and Conditions**

### **3.1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

### **3.2 Contract Amendments**

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

### **3.3 Invoices and Payment**

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **3.4 Rejection of Goods Or Services**

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

### **3.5 Re-procurement Costs**

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

#### **B. Termination for Default**

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are

subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

**3.7 Force Majeure**

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

**3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

### **3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### **3.10 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

### **3.12 Conflicts of Interest and Non-Competitive Practices**

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.13 Disputes, Claims and Appeals**

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manger. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

### **3.14 Maintenance of Records/Audits**

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Environmental Purchasing Policy**

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

### **3.17 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Patents and Royalties**

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

### **3.20 Nondiscrimination and Equal Employment Opportunity**

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts 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 apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee

benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

### **3.21 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.22 Severability**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

### **3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **3.24 Incorporation of Documents**

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of this contract is approximately \$1,600,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

The term of this Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### **4.3 Contract Administrative Fee**

This contract is subject to an Administrative Fee (Fee), of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

### **4.4 Price Revisions**

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

#### **4.5 Price Revisions**

Pricing for items ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

#### **4.6 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

#### **4.7 Packing Slips**

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

#### **4.8 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

#### **4.9 Warranty**

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The

Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

#### **4.10 Warranty Remedies**

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

#### **4.11 Product Return**

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. This subsection does not apply to any merchandise made to order for the County.

#### **4.12 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

## **SECTION 5 Federal Transit Administration (FTA) Requirements**

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

### **5.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **5.2 Federal Changes**

The Contractor agrees to comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (16), 10-1-2009, Section 2(c).

### **5.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

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 shall be subject to its provisions.

Ref: FTA Master Agreement MA (16), 10-1-2009, Section 2(f).

### **5.4 Equal Employment Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor

further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 621-634; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Parts 1625 and 1630; 41 CFR § 60-1.4, Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25.

### **5.5 Buy America (See Attachment A)**

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides 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 CFR 661.7 and include but are not limited to microcomputer equipment and Software for purposes of storing and processing data, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C), 5325(e)(f) and 49 CFR 661.11.

**Subcomponents, such as bus parts, may be foreign sourced. Such products are considered Buy America compliant.**

Contracts in excess of \$100,000 require a Buy America Certificate, to be completed and submitted to the County with the bid, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

### **5.6 Title VI Compliance**

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT")

— assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.

- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

#### 5.7 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.

- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory/directory.htm> Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.
  2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.
  3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.
    - a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.
    - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
      - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
  4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
    - a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. The cost of the materials and supplies themselves shall be counted.
5. **Purchases from a DBE.** With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

## 5.8 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.

- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

### **5.9 Cargo Preference - Use of U.S. Flag Vessels**

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment 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 paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Ref: 46 USC § 1241; 46 CFR Part 381.

### **5.10 Fly America**

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. . The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Ref: 49 USC § 40118; 41 CFR Part 10.131-10.143.

### **5.11 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive

proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (16), 10-1-2009, Section 8 (c) and (d).

#### **5.12 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **5.13 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

#### **5.14 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **5.15 Disclosure of Lobbying Activities (See Attachment B)**

Contracts in excess of \$100,000 require a Certificate of Lobbying Activities, to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **5.16 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **5.17 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

## **5.18 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

## **5.19 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

## **5.20 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

## **5.21 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1F § IV.2.b.

## **5.22 Breach Provisions Required**

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FTA Circular 4220.1F, § IV.2.B

## **5.23 Substance Abuse**

Contractor and its subcontractors agrees to comply with U.S. OMB Guidance, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 *et seq.*, including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

## **SECTION 6 Technical Specifications**

### **6.1 Specifications**

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining Allison EP 50 Hybrid, B400 ReTran and B500R ReTran transmissions, repair parts and tools. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

### **6.2 Order and Delivery Plan**

Prior to contract award, the contractor may be required to provide an order and delivery plan that lists contact names and phone numbers for ordering, expediting, and emergencies.

### **6.3 Site Visits**

King County may request site visits prior to contract award or periodically during the contract period to determine the Contractor's capability in meeting King County's needs.

### **6.4 Related items**

Requirements may change during the contract period. King County reserves the right to add related items to the contract, at any time, through the contract amendment process, section 3.2. The pricing structure of these related items shall be the same as those items originally listed on the contract.

### **6.5 Drop Shipments**

There shall be no drop shipments from the manufacturer without prior authorization by King County. All shipments must include a packing list as specified in Subsection 4.7.

## **SECTION 7 Bid Response**

### **7.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. The lowest bidder is defined as the responsible bidder, with a responsive bid, meeting specifications that offer the lowest bid price as determined as being in the best interest of King County.

### **7.2 Order and Delivery Requirements**

Parts to be provided under this contract shall be ordered by King County issuing a standard purchase order to the Contractor. All standard purchase orders are subject to the terms and conditions of the contract. In the event of a conflict between the standard purchase order and the contract, the contract shall control. A standard purchase order is considered issued when King County receives the confirming fax from the Contractor.

The County shall receive order confirmation from the contractor by line item via fax, within twenty-four (24) hours of order placement. At that time, the Contractor shall also give the County the expected delivery date. Delivery is required as soon as possible and not later than seven (7) days after placement of an order. Orders not received by the expected delivery date are subject to complete or partial cancellation by King County without any penalty from the Contractor. Bid prices shall include delivery, FOB destination, to the location specified on the standard purchase order.

### **7.3 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- An invoice is received prior to receiving goods ordered.

**Prompt pay discount offered**  0  % -  0  Days, Net  30  Days

### **7.4 Pricing (Attachment C – Pricing Sheet)**

The County reserves the right to make a single or multiple awards based on the lowest price.

Bidders are cautioned not to alter the specifications, pricing information section and the terms and conditions of this Invitation to Bid. Any alteration may render a bid non-responsive.

Any purchase order resulting from this ITB may be expanded to cover related products and services provided that such products and services are normally furnished by the Contractor, and that the Contractor agrees to provide the products using the same pricing structure/margin as the items listed in this ITB.

**See Attached C – Pricing Sheet**

## 7.5 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: Tri-Met  
Company Address: 4400 SE 17th Ave. Portland, OR 97202  
Company Phone: 1-503-962-5853  
Contact Person: Mike Rushfeld  
Dates: Sept. 1990-Present

Company Name: C-Tran  
Company Address: 2424 NE 65th, Vancouver, WA 98668  
Company Phone: 1-360-906-7370  
Contact Person: Jeff Matherly  
Dates: January 1990-Present

Company Name: Ben Franklin Transit  
Company Address: 1000 S. Columbia NE, Richland, WA 99352  
Company Phone: 1-509-734-5152  
Contact Person: Dick Couryner  
Dates: June 1985-Present

Company Name: Whatcom Transportation  
Company Address: 411 Bakerview Spur, Bellingham, WA 98226  
Company Phone: 1-360-715-4525  
Contact Person: Mike Harrold  
Dates: August 2002-Present

**Attachment A**  
**BUY AMERICA CERTIFICATE**  
**Certificate of Compliance with Section 165(A)**

**Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.**

1. Except as provided in Part 661 no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
2. All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
3. The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
4. For a manufactured product to be considered produced in the United States:
  - (a) All of the manufacturing processes for the product must take place in the United States; and
  - (b) All items or material used in the product must be of United States origin.
5. Subcomponents, such as bus parts, may be foreign sourced. Such products are considered Buy America compliant.

The vendor hereby certifies that it Will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

OR

**Certificate Of Noncompliance With Section 165(a)**

The vendor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR Part 661.7.

Signature:  Date: April 11, 2012  
Title: Chuck O'Brien, Vice-President  
Company Name: Gillig LLC

It is important to remember that this Bid is funded in part by the FEDERAL TRANSIT ADMINISTRATION (FTA). In accordance with FTA requirements, each vendor Shall complete this Attachment H and submit it to the County with and as a part of their Bid.

**Attachment B**  
**CERTIFICATE OF LOBBYING ACTIVITIES**

CONTRACT NO \_\_\_\_\_

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

- A. No federally 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 agency, a Member of Congress, or 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.
- B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or 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 Form to Report Lobbying," to the Contract administrator
- C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of \$100,000 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 § 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.*

Date: April 11, 2012

Company Name: Gillig LLC

Authorized  
Signature: 

Printed Name/Title: Chuck O'Brien, vice-President

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
1	1	130199	29519122	PLATE/FLEX/TRANSMISSION	\$122.04	\$122.04
2	30	130231	11505234	BOLT/FLEX/PLAE	\$8.39	\$251.70
3	2	145651	453621	BALL/19.05 DIAMETER	\$1.25	\$2.50
4	8	6331683	29541107	YOKE/HALF/TRAN.	\$811.37	\$6,490.96
5	6	6346076	29507782	GEAR/RING/FLEXPLATE ADAPTER ASSY	\$515.79	\$3,094.74
6	25	6885065		SPRING/VALVE LATCH/C-1	\$2.12	\$53.00
7	15	8628732		ASSEMBLY/RETAINER AND BALL/TRANS	\$1.95	\$29.25
8	10	8661834		SCREEN	\$0.93	\$9.30
9	10	11501822		BOLT/INV/TRANSMISSION/M10 X 1.5 X 65	\$1.30	\$13.00
10	30	11504822		BOLT/HEAVY HX FLANGE HD/M8X1.25X30	\$1.04	\$31.20
11	210	11505232		BOLT/INV/TRANSMISSION/ALLISON	\$1.28	\$268.80
12	5	11505234		BOLT/FLEXPLATE/8MM X 1.5 X 35MM	\$8.39	\$41.95
13	5	11505328		BOLT/INV/TRANSMISSION/M10 X 1.5 X 90	\$1.66	\$8.30
14	100	11506706		RIVET/INV/TRANSMISSION/MAIN HOUSING	\$0.82	\$82.00
15	25	11509516		BOLT/FLANGED/LARDE/HX HD 8X1.25X70	\$3.40	\$85.00
16	5	11512368		PIN/INV/TRANSMISSION/SPRING/5 X 45	\$6.00	\$30.00
17	2	11514236		BOLT/SELF LOCKING M8X1.25X45	\$14.55	\$29.10
18	30	11514354		BOLT/M10 X 1.5 X 25	\$1.28	\$38.40
19	35	11514355		BOLT/INV/TRANSMISSION/M10 X 1.5 X 35	\$1.39	\$48.65
20	15	11514357		BOLT/INV/TRANSMISSION/MULTIPLE	\$1.31	\$19.65
21	5	11514424		PIN/DOWEL/10 X 24	\$9.61	\$48.05
22	5	11515115		BOLT/FLANGE HD/M8X1.25X100MM	\$5.69	\$28.45
23	5	11515309		BOLT/M6 X 1.0 X 60	\$1.31	\$6.55
24	10	11515315		BOLT/6 X 1.0 X 20 MM	\$1.17	\$11.70
25	10	11515322		BOLT/FLANGE HD/M8X1.25X25MM LG	\$3.02	\$30.20
26	15	11515393		BOLT/INV/	\$2.36	\$35.40
27	2	11515409		BOLT/TRANSMISSION/8MM X 90MM	\$2.45	\$4.90
28	2	11515410		BOLT/INV/TRANSMISSION/L-1.5/P-130	\$3.45	\$6.90
29	5	11515412	29541881	BOLT/INV/TRANSMISSION/L-1.5/P-180	\$11.09	\$55.45
30	10	11515413	29541869	BOLT/INV/TRANSMISSION/L-1.75/P-165	\$7.48	\$74.80
31	2	11515414	29541882	BOLT/INV/TRANSMISSION/L-1.75/P-190	\$10.00	\$20.00
32	2	11515469		BOLT/M10 X 1.5 X 100/B500R	\$1.97	\$3.94
33	2	12040753	12162193	CONNECTOR/TRANSMISSION HARNESS	\$2.72	\$5.44
34	2	12041411	12162197	CONNECTOR/TRANSMISSION HARNESS	\$5.51	\$11.02
35	10	12077413	29512863	TERMINAL/ECM	\$0.69	\$6.90
36	4	12092195		ORING/STANDOFF ASSEMBLY	\$4.59	\$18.36
37	4	12129691		SENSOR/SUMP TEMP	\$14.56	\$58.24
38	12	15326309		SENSOR/ASSY/TEMPERATURE	\$37.54	\$450.48
39	30	23015806		ORING	\$1.70	\$51.00
40	60	23016014		ORING/EV DRIVE OIL PAN PLUG	\$1.28	\$76.80
41	5	23016455		ORING/INV/	\$1.70	\$8.50
42	20	23019664		ORING/INV/TRANSMISSION	\$0.82	\$16.40
43	50	23043446		ORING/INV/CONTROL VALVE & RETARDER	\$0.34	\$17.00
44	100	23045573	29536346	PLATE/MAIN HSG/CLUTCH/REACTION/C5	\$15.69	\$1,569.00
45	25	23045582	29531001	BUSHING/INV	\$16.28	\$407.00
46	8	23045586		SPRING/INV/ASSEMBLY/TRANSMSSION	\$39.87	\$318.96
47	210	23045588		PLATE/INV/C-1	\$5.39	\$1,131.90
48	115	23045589	29536343	PLATE/ROTATING CLUTCH/FRICTION/C1	\$5.72	\$657.80
49	1	23045612	29546154	SQUARERING/C1 PISTON/LITE BLUE	\$4.24	\$4.24

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
50	1	23045613		SEAL/RING/OUTER	\$11.40	\$11.40
51	1	23045615		SQUARERING/BALANCE PISTON/YELLOW	\$8.10	\$8.10
52	20	23045618		RING/TRANSMISSION/SNAP RING/STEEL	\$11.85	\$237.00
53	40	23045816		BEARING/INV	\$17.97	\$718.80
54	40	23045918		BEARING/INV	\$122.74	\$4,909.60
55	40	23046228		BEARING/INV	\$37.80	\$1,512.00
56	12	23046236	29544144	DAMPER/USE: OR	\$282.25	\$3,387.00
57	5	23046274		ORING/VITON/ROTATING CLUTCH SHAFT	\$1.05	\$5.25
58	20	23046291		RING/RETENTION/INTERNAL	\$3.02	\$60.40
59	10	23046354		PIN/INV/TRANSMISSION/DOWEL/STEEL	\$2.58	\$25.80
60	10	23046376		SEAL/INV/TRANSMISSION/FACE/PLATE	\$1.99	\$19.90
61	65	23046437		BEARING/INV	\$51.93	\$3,375.45
62	60	23046438		BEARING/INV	\$23.23	\$1,393.80
63	1	23046868	29546165	PISTON/INV/	\$49.95	\$49.95
64	2	23047019		ORING/TRANSMISSION	\$26.16	\$52.32
65	35	23047102		VENT/INV/TRANSMISSION/ASSEMBLY/OIL	\$8.09	\$283.15
66	2	23047185		ORING/INV/	\$4.61	\$9.22
67	2	23047489		BOLT/INV/TRANSMISSION/M16 X 2 X 30	\$4.12	\$8.24
68	1	23047808		ORING/OIL PUMP SEAL	\$9.81	\$9.81
69	265	23047834	29549414	BEARING/INV	\$38.49	\$10,199.85
70	275	23047854		BEARING/INV	\$15.73	\$4,325.75
71	2	23047924		ORING	\$23.79	\$47.58
72	1	23048104	29546161	RING/SEAL	\$9.02	\$9.02
73	20	23048105		RING/RETAINING/EXTERNAL/111MM	\$3.06	\$61.20
74	20	23048131		RING/RETAINING/EXTERNAL	\$3.02	\$60.40
75	25	23048133	29546987	PISTON/INV/TRANSMISSION/ALL	\$31.33	\$783.25
76	45	23048146	29533975	BUSHING/INV/	\$27.04	\$1,216.80
77	2	23048164		SEAL/RING/INTERNAL/214.06 OD	\$3.65	\$7.30
78	5	23048530		PLATE/C-2 CLUTCH PRESSURE	\$72.46	\$362.30
79	12	23048692		PISTON/INV/TRANSMISSION/C-2	\$48.54	\$582.48
80	2	23049239		GEAR/RING	\$152.97	\$305.94
81	40	23049320		VALVE/EXHAUST BACKFILL	\$8.43	\$337.20
82	15	23049325		SPRING/CONTROL/MAIN	\$2.25	\$33.75
83	50	23049326		SPRING/LOCK-UP/TRAN.	\$0.98	\$49.00
84	100	23049327		SPRING/LUBE PSI	\$1.92	\$192.00
85	5	23049332		SPRING	\$1.38	\$6.90
86	15	23049342		VALVE/STOP	\$2.69	\$40.35
87	20	23049345		PIN/INV/TRANSMISSION CENDREL VALVE	\$2.50	\$50.00
88	2	23049377		ORING/TRANSMISSION/CONVERTER	\$52.92	\$105.84
89	60	23049381	29501339	NUT/INV/M8X1.25 MM	\$1.01	\$60.60
90	130	23049391		SPRING	\$0.67	\$87.10
91	1	23049392		ADAPTER/HOUSING/SAE #1 TO #2	\$368.28	\$368.28
92	25	23049409		RING/RETAINING/INTERNAL	\$7.99	\$199.75
93	1	29500025		SEAL/RING	\$20.86	\$20.86
94	15	29500034		PLUG/INV/CONTROL VALVE MODULE	\$2.11	\$31.65
95	420	29500063		ROLLER/INV/STATOR	\$1.29	\$541.80
96	425	29500064		SPRING/INV/TRANSMISSION	\$1.60	\$680.00
97	25	29500066		WASHER/LH STATOR THRUST	\$5.75	\$143.75
98	25	29500068		RACE/INV/TRANSMISSION/STATOR	\$71.95	\$1,798.75

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
99	25	29500571		GEAR/INV/SET/P2 PINION/TRANSMISSION	\$296.57	\$7,414.25
100	15	29500573		GEAR/SET/P1 PLANETARY/TRANSMISSION	\$330.03	\$4,950.45
101	30	29500616		BOLT/INV/T-HEAD/TRANSMISSION	\$1.66	\$49.80
102	1	29500687	29530449	HUB/INV/TRANSMISSION/C2 DRIVE/STEEL	\$201.84	\$201.84
103	10	29500689		RING/TRANSMISSION/RETAINING/INTERNAL	\$1.85	\$18.50
104	30	29500699		RING/TRANSMISSION/RETAINING/INTERNAL	\$1.89	\$56.70
105	35	29500708	29531003	BUSHING/INV	\$10.66	\$373.10
106	60	29500713		BEARING/ASSY/THRUST #2	\$30.50	\$1,830.00
107	6	29500767		GEAR/INV/P2 SUN/TRANSMISSION	\$186.03	\$1,116.18
108	80	29500768		BEARING/INV	\$19.52	\$1,561.60
109	50	29500822		PIN/INV/	\$4.04	\$202.00
110	60	29500823		PIN/RETAINING/2.5 OD X 40	\$1.23	\$73.80
111	8	29500939	29542016	PISTON/INV/	\$87.87	\$702.96
112	90	29500963		SPRING/MAIN PRESSURE REGULAR	\$3.14	\$282.60
113	1	29501002		SENSOR/ELECTRIC/SWITCH/CNTRL VALVE	\$41.15	\$41.15
114	10	29501013		PLATE/OIL PUMP	\$145.50	\$1,455.00
115	70	29501024		RING/SNAP/RETAINING PLANETARY	\$3.29	\$230.30
116	15	29501034		RING/RETAINING/INTERNAL/219 OD	\$4.24	\$63.60
117	265	29501037	29541587	BEARING/ASSEMBLY/ROLLER	\$18.90	\$5,008.50
118	195	29501045	29543990	BEARING/ASSEMBLY/ROLLER	\$13.38	\$2,609.10
119	1	29501068	29543361	HUB/C2 DRIVE	\$356.42	\$356.42
120	50	29501071		SPRING/VALVE LATCH/C-2	\$1.67	\$83.50
121	12	29501099		GASKET/MAIN HOUSING	\$18.33	\$219.96
122	20	29501110	29542201	PLATE/THRUST/P1	\$12.20	\$244.00
123	1	29501117		SHIM/MAINSHAFT/.027 MM	\$2.94	\$2.94
124	1	29501118		SHIM/MAINSHAFT/.054 MM	\$2.47	\$2.47
125	5	29501119		SHIM/MAINSHAFT/0.81 MM	\$2.43	\$12.15
126	1	29501120		SHIM/MAINSHAFT/1.08 MM	\$2.69	\$2.69
127	1	29501121		SHIM/MAINSHAFT/1.35	\$3.64	\$3.64
128	1	29501122		SHIM/MAINSHAFT/1.62 MM	\$3.39	\$3.39
129	55	29501197		BEARING/ASSEMBLY/THRUST	\$80.21	\$4,411.55
130	165	29501221		BEARING/THRUST	\$72.14	\$11,903.10
131	22	29501298		RACE/STATOR	\$147.32	\$3,241.04
132	375	29501299		STATOR/ROLLER	\$0.94	\$352.50
133	400	29501300		SPRING/STATOR	\$1.28	\$512.00
134	30	29501301		WASHER/STATOR THRUST/FRONT	\$8.69	\$260.70
135	1	29501318		RING/TURBINE HUB SEAL	\$14.67	\$14.67
136	1	29501323	29546164	SEALRING/LOCKUP PISTON/98.42 MM ID	\$10.79	\$10.79
137	55	29501327	29542526	DAMPER/	\$415.43	\$22,848.65
138	2	29501360		HOUSING/INV/	\$181.29	\$362.58
139	125	29501423	29536345	PLATE/MAIN HSG/CLUTCH/C3,C4	\$13.93	\$1,741.25
140	30	29501424		PLATE/INV/	\$19.11	\$573.30
141	72	29501426	29542644	PLATE/PISTON RETURN	\$113.74	\$8,189.28
142	1	29501439		ORING/INV/TRANSMISSION	\$0.56	\$0.56
143	1	29501449	29538345	HOUSING/INV/	\$89.50	\$89.50
144	36	29501485		BUSHING/ROTATING CLUCH HUB	\$23.68	\$852.48
145	35	29501539	29531004	BUSHING/INV	\$6.78	\$237.30
146	50	29501556	29537932	SPINDLE/PLANETARY/P2/TRANSMISISON	\$17.51	\$875.50
147	35	29501557	29537931	SPINDLE/PLANETARY/P1/TRANSMISSION	\$16.54	\$578.90

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
148	30	29501558	29537939	RING/INV/P1 INDEXING/TRANSMISSION	\$6.51	\$195.30
149	30	29501560	29537940	RING/INV/P2 INDEXING/TRANSMISSION	\$6.13	\$183.90
150	32	29501574	29537934	SPINDLE/P3 PLANETARY/TRANSMISSION	\$23.17	\$741.44
151	32	29501575	29537941	RING/INV/	\$5.75	\$184.00
152	45	29501586	29535987	SPINDLE/P1 PLANETARY	\$19.91	\$895.95
153	40	29501587	29535991	SPRINDLE/P1 PLANETARY	\$25.28	\$1,011.20
154	25	29501589	29535996	SPINDLE/P2 PLANETARY	\$49.45	\$1,236.25
155	130	29501593	29535988	RING/P1/P2/P3 INDEXING	\$16.12	\$2,095.60
156	10	29502001		GEAR/INV/P3 SUN/TRANSMISSION	\$156.95	\$1,569.50
157	150	29502037		WASHER/INV/TRANSMISSION	\$1.48	\$222.00
158	210	29502040		WASHER/INV/	\$1.08	\$226.80
159	10	29502093		GEAR/RING	\$107.21	\$1,072.10
160	240	29502195		SPRING/SOLENOID/VALVE BODY/TRA	\$0.63	\$151.20
161	2	29502275		SHIM/INV/TORQUE CONVERTER	\$5.05	\$10.10
162	12	29502276		SHIM/INV/TORQUE CONVERTER	\$4.74	\$56.88
163	12	29502277		SHIM/INV/TORQUE CONVERTER	\$3.86	\$46.32
164	15	29502439		ORING/INV	\$3.61	\$54.15
165	12	29502831		GEAR/INV/SET/P3 PINION/TRANSMISSION	\$329.58	\$3,954.96
166	5	29503037		RING/RETAINING/EXTERNAL	\$4.77	\$23.85
167	1	29503056	300049	BAR/LOCKING/TEN WAY	\$11.39	\$11.39
168	6	29503066		GEAR/P2 PLANETARY RING/TRANS	\$367.84	\$2,207.04
169	5	29503067		GEAR/P3 PLANETARY RING/TRANS	\$534.27	\$2,671.35
170	4	29503079	29542338	GEAR/INV/P1 RING/TRANSMISSION	\$354.94	\$1,419.76
171	4	29503084		GEAR/SUN GEAR ASSEMBLY/STEEL	\$306.93	\$1,227.72
172	32	29503141	29536344	PLATE/ROTATING CLUTCH/REACTION/C2	\$22.35	\$715.20
173	40	29503196	29549294	BUSHING/INV	\$21.76	\$870.40
174	10	29503208		ORING/INV/TRANSMISSION	\$2.28	\$22.80
175	15	29503209		RING/RETENTION/INTERNAL	\$1.66	\$24.90
176	20	29503215		SPRING/ASSEMBLY/C-2/TRANSMISSION	\$76.64	\$1,532.80
177	1	29503221		SHIM/INV/MAIN SHAFT/T-1.08 MM	\$5.55	\$5.55
178	5	29503222		SHIM/INV/MAIN SHAFT/T-1.35 MM	\$5.88	\$29.40
179	5	29503223		SHIM/INV/MAIN SHAFT/T-1.62 MM	\$6.44	\$32.20
180	95	29503225		BEARING/INV	\$15.87	\$1,507.65
181	1	29503239		RING/INV/TRANSMISSION/RETAINING	\$5.20	\$5.20
182	1	29503270		HOUSING/INV/	\$599.04	\$599.04
183	12	29503283		GASKET/INV/	\$14.67	\$176.04
184	1	29503288		GASKET/INV/	\$19.01	\$19.01
185	10	29503382		ORING/INV/	\$2.39	\$23.90
186	50	29503383		ORING/INV/	\$1.38	\$69.00
187	160	29503397	29541565	BEARING/INV	\$11.09	\$1,774.40
188	4	29503518	29538487	BOLT/INV/VALVE BODY/SHOULDER	\$39.34	\$157.36
189	45	29503531	29543433	SENSOR/INV/TURBINE SPEED	\$64.21	\$2,889.45
190	2	29503534		RING/RETAINING/EXTERNAL	\$2.79	\$5.58
191	1	29503590		RETAINER/TEMPERATURE SENSOR	\$15.75	\$15.75
192	3	29503633		STATOR/CAM/ASSY	\$361.36	\$1,084.08
193	100	29503670	29544785	FILTER/INV/	\$40.11	\$4,011.00
194	2	29503757		GASKET/INV/TRANSMISSION/RETARDER	\$1.67	\$3.34
195	6	29503837	29522720	PLATE/CLUTCH,WEAR/ALLISON	\$4.40	\$26.40
196	2	29503843		RETAINER/SPEED SENSOR	\$10.95	\$21.90

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
197	25	29503873		ASSEMBLY/STATOR AND CAM	\$373.69	\$9,342.25
198	35	29503876		RACE/TANGED/THRUST BRG/NO.3	\$31.74	\$1,110.90
199	50	29503877		BEARING/ASSY/THRUST BEARING #3	\$170.00	\$8,500.00
200	1	29503879		SHIM/TORQUE CONVERTER/.27MM	\$4.44	\$4.44
201	15	29503880		SHIM/TORQUE CONVERTER	\$5.29	\$79.35
202	1	29503881		SHIM/TORQUE CONVERTER/.71MM	\$5.29	\$5.29
203	48	29503939		HARNESS/INV/	\$204.80	\$9,830.40
204	24	29503979		TURBINE/ASSEMBLY/COMPLETE	\$652.38	\$15,657.12
205	1	29503980		ASSEMBLY/PLATE/STATOR THRUST	\$126.33	\$126.33
206	1	29505511		SPACER/INV/BEARING/TRANSMISSION	\$30.27	\$30.27
207	1	29505513		CONNECTOR/ELECT/MALE/CANNON PLUG	\$125.52	\$125.52
208	20	29505516		CONNECTOR/TERMINAL/TRANS HARNESS	\$63.02	\$1,260.40
209	1	29505533		COVER/RETARDER	\$18.95	\$18.95
210	70	29505560	29546596	BUSHING/INV	\$3.65	\$255.50
211	110	29505570		SPRING/RETURN SPRING CLUTCH ASSY	\$4.51	\$496.10
212	55	29505572		BEARING/ASSEMBLY/THRUST	\$99.07	\$5,448.85
213	56	29505573		BEARING/ASSEMBLY/ROLLER	\$23.42	\$1,311.52
214	72	29505574		CUP/TAPERED ROLLER BEARING	\$39.33	\$2,831.76
215	110	29505605		BUSHING/28 ID	\$18.61	\$2,047.10
216	8	29505608		GEAR/P2 SUN	\$204.01	\$1,632.08
217	10	29505612		BOLT/INV/VALVE BODY/METRIC	\$1.75	\$17.50
218	45	29505613		BEARING/ASSY/TAPERED ROLLER	\$84.28	\$3,792.60
219	10	29505617		WASHER/INV/THRUST/TRANSMISSION	\$3.25	\$32.50
220	5	29505630	29542339	GEAR/P1 RING	\$393.01	\$1,965.05
221	4	29505631		GEAR/RING	\$535.06	\$2,140.24
222	12	29505633	29542205	SHAFT/MAIN	\$457.60	\$5,491.20
223	1	29505682	P29542205	SHIM/INV/TORQUE CONVERTER	\$15.56	\$15.56
224	20	29505683		SHIM/INV/TORQUE CONVERTER	\$15.53	\$310.60
225	8	29505684		SHIM/INV/TORQUE CONVERTER	\$15.39	\$123.12
226	10	29505685		SHIM/INV/TORQUE CONVERTER	\$14.58	\$145.80
227	2	29505686		SHIM/INV/TORQUE CONVERTER	\$15.66	\$31.32
228	4	29505688		SHIM/INV/TORQUE CONVERTER	\$12.93	\$51.72
229	1	29505690		HOUSING/C4 CLUTCH	\$206.27	\$206.27
230	2	29505691		HOUSING/CLUTCH/C-3	\$225.90	\$451.80
231	18	29505715		DRUM/ROTATING CLUTCH	\$318.89	\$5,740.02
232	12	29505717		PISTON/C2	\$95.17	\$1,142.04
233	2	29505719		SPRING/ASSY/C-2 PISTON RETURN	\$121.61	\$243.22
234	35	29505720	29536348	PLATE/C-2 CLUTCH REACTION	\$30.66	\$1,073.10
235	35	29505759	29536347	PLATE/C1 CLUTCH REACTION	\$4.86	\$170.10
236	215	29505765	29536349	PLATE/C3/C4 CLUTCH REACTION	\$23.32	\$5,013.80
237	160	29505771	29536350	PLATE/C5 CLUTCH REACTION	\$22.22	\$3,555.20
238	55	29505782	29549293	BUSHING/66.822 MM ID	\$16.97	\$933.35
239	20	29505783	29542017	PISTON/ASSEMBLY/LOCKUP	\$542.25	\$10,845.00
240	2	29505803		RING/RETAINING/EXTERNAL/64MM ID	\$3.14	\$6.28
241	212	29505823		PLATE/C-2 CLUTCH FRICTION	\$30.72	\$6,512.64
242	15	29505852		ASSEMBLY/INV/STATOR AND CAM	\$371.88	\$5,578.20
243	1	29505858		GASKET/CONVERTER/HOUSING	\$31.44	\$31.44
244	1	29505859	29544138	SEAL/FRONT/TRANS/B-500	\$36.59	\$36.59
245	35	29505861	29537789	RETAINER/MAIN HOUSING/SPRING	\$44.01	\$1,540.35

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
246	10	29505891		RING/RETENTION/EXTERNAL	\$2.58	\$25.80
247	1	29505904	29503294	SUPPORT/INV/FRONT/TRANSMISSION	\$257.89	\$257.89
248	10	29505905		PLATE/INV/WEAR/TRANSMISSION	\$104.27	\$1,042.70
249	385	29506051		WASHER/P1 THRUST	\$2.79	\$1,074.15
250	455	29506052		WASHER/THRUST	\$4.73	\$2,152.15
251	250	29506054		WASHER/P3 PINION THRUST	\$5.20	\$1,300.00
252	26	29506195	29546986	PISTON/INV/C-1/TRANSMISSION	\$23.81	\$619.06
253	115	29506206		SPRING/ASSY/C3/C4 RETURN	\$7.28	\$837.20
254	4	29506338		PISTON/INV/C5 CLUTCH/TRANSMISSION	\$63.60	\$254.40
255	30	29506386		RETAINER/INV/	\$4.19	\$125.70
256	2	29506387		NUT/INV/	\$24.40	\$48.80
257	40	29506393	29536329	KIT/INV/SEAL AND GASKET	\$0.00	\$0.00
258	155	29506484		SWITCH/INV/	\$53.49	\$8,290.95
259	25	29506620		TURBINE/ASSEMBLY	\$465.39	\$11,634.75
260	15	29506622		RETAINER/THRUST BRG. NO 2	\$146.58	\$2,198.70
261	35	29506629		BEARING/THRUST/RACE/LIPPED/#3	\$11.78	\$412.30
262	1	29506690		ADAPTER/TEE TEMP SENDER	\$98.86	\$98.86
263	1	29507430		BODY/CONTROL VALVE	\$388.68	\$388.68
264	10	29507437		ORING	\$2.28	\$22.80
265	1	29507448		PLATE/INV/TRANSMISSION	\$12.02	\$12.02
266	1	29507450		PLATE/SOLENOID SEPERATOR	\$20.83	\$20.83
267	72	29507451	29545638	SOLENOID/MAIN VALVE BODY/FORWARD	\$64.52	\$4,645.44
268	300	29507453	29537371	SOLENOID/INV/N/C	\$64.49	\$19,347.00
269	155	29507454	29536722	SOLENOID/INV/N/O	\$61.67	\$9,558.85
270	2	29507455	29538462	SPRING/ACCUMULATOR	\$1.44	\$2.88
271	80	29507456		SPRING/VALVE BODY/CONVERTER/REG.	\$1.60	\$128.00
272	12	29507464		VALVE/SOLENOID/REGULATOR	\$19.98	\$239.76
273	1	29507521		PLATE/INV/TRANSMISSION/ALLISON/FLEX	\$17.53	\$17.53
274	1	29507523		ADAPTER/ALLISON/FLEX PLATE	\$265.26	\$265.26
275	6	29507525		GEAR/RING	\$1,388.79	\$8,332.74
276	1	29507709		SPRING/INV/TRANSMISSION	\$5.74	\$5.74
277	8	29507752		GASKET/INV/TRANSMISSION/RETARDER	\$3.10	\$24.80
278	4	29507755		CLAMP/FIXED/STEEL/FILL TUBE	\$6.59	\$26.36
279	4	29507780		RETAINER/ASSEMBLY/SPRING	\$58.63	\$234.52
280	14	29507804		GEAR/SET/P3 PINION	\$443.08	\$6,203.12
281	15	29507806		GEAR/SET/P2 PINION	\$333.88	\$5,008.20
282	12	29507807		GEAR/SET/P1 PINION	\$415.81	\$4,989.72
283	2	29507817	29535985	CARRIER/BUSHING ASSEMBLY/P1	\$569.69	\$1,139.38
284	30	29507823	29546229	SEAL/INV/MAIN HOUSING	\$2.98	\$89.40
285	40	29507871		RING/RETAINING/EXTERNAL/54.6ID	\$1.92	\$76.80
286	1	29507890		SEAL/RING/ROTATINE	\$16.80	\$16.80
287	20	29507891		GASKET/CHANNEL/PLATE	\$2.12	\$42.40
288	2	29507949		SWITCH/REMOTE/SELECTOR ASSEMBLY	\$1,243.40	\$2,486.80
289	1	29508020		GASKET/INV/TRANSMISSION/RETARDER	\$20.71	\$20.71
290	50	29508034	29543434	SENSOR/INV/OUTPUT SPEED	\$194.90	\$9,745.00
291	1	29508255		DRUM/INV/ROTATING CLUTCH	\$173.05	\$173.05
292	2	29509453	29537301	SPRING/ASSEMBLY/C-1	\$71.68	\$143.36
293	92	29509609	29537373	SOLENOID/INV/RETARDER	\$69.49	\$6,393.08
294	120	29509637	29543432	SENSOR/INV/ENGINE SPEED	\$62.09	\$7,450.80

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
295	4	29509732		PLUG/INV/CONVERTER END	\$16.43	\$65.72
296	1	29509886		MODULE/VEHICLE INTERFACE	\$504.89	\$504.89
297	14	29509979	29534493	HUB/TRANSMISSION/ASSEMBLY/STEEL	\$400.63	\$5,608.82
298	1	29510493		VALVE	\$29.69	\$29.69
299	1	29510495	29538461	SPRING/TRANS/RETARDER/VALVE BODY	\$3.32	\$3.32
300	1	29510496		SPRING/RETARDER/CONTROL VALVE	\$13.02	\$13.02
301	1	29510497		PLUG/RETAINING	\$14.78	\$14.78
302	5	29510498		RING/INV/RETAINING/TRANSMISSION	\$1.22	\$6.10
303	10	29510499		ORING	\$1.76	\$17.60
304	22	29510662		HARNESS/RETARDER/SENSOR/TEMP&SPD	\$534.01	\$11,748.22
305	5	29510680		BOLT/M8X1.25X55	\$2.32	\$11.60
306	1	29511057		PLATE/TRNSFER/RETARDER VALVE BODY	\$10.82	\$10.82
307	3	29511059	29536989	VALVE/RETARDER CONTROL/BODY	\$327.80	\$983.40
308	15	29511062		GASKET/SOLENOID/COVER	\$1.36	\$20.40
309	1	29511067	29541874	BOLT/FLANGE HD	\$4.37	\$4.37
310	1	29511093		PLATE/RETAINING	\$30.75	\$30.75
311	18	29511131	29535224	WASHER/TRANS./THRUST/B500	\$3.42	\$61.56
312	155	29511406		WASHER/INV/	\$2.67	\$413.85
313	55	29511436		BEARING/ASSY/THRUST BEARING #1	\$143.02	\$7,866.10
314	25	29511437		ORING/INV	\$1.31	\$32.75
315	40	29511444		ORING/75.88 ID	\$5.10	\$204.00
316	1	29511461	29543359	HUB/C1 DRIVE	\$335.06	\$335.06
317	210	29511462		PLATE/C1 CLUTCH FRICTION	\$8.94	\$1,877.40
318	1	29511508		BRACKET/SPEED SENSOR	\$11.74	\$11.74
319	28	29511516	29541109	YOKE/OUTPUT	\$707.16	\$19,800.48
320	55	29511647		PIN/RETAINER/ROTATION CLUTCH	\$1.23	\$67.65
321	1	29511861		SENSOR/TEMP/RETARDER	\$197.72	\$197.72
322	1	29512114		RETAINER/INV/TRANSMISSION/ALLISON	\$50.40	\$50.40
323	1	29512126		FLEXPLATE/ASSEMBLY	\$51.79	\$51.79
324	3	29512127		FLEXPLATE	\$32.87	\$98.61
325	32	29512201	29543435	SENSOR/ASSEMBLY/SPEED	\$60.56	\$1,937.92
326	4	29512616		SENSOR/INV/RETARDER/TEMPERATURE	\$202.86	\$811.44
327	10	29512628	29543416	ROTOR/USE: WR	\$777.01	\$7,770.10
328	1	29512739		SUPPORT/ASSY/FRONT/B500R ONLY	\$495.18	\$495.18
329	36	29512744		GASKET/SEPARATOR PLATE	\$4.02	\$144.72
330	12	29512747		GASKET/INV/TRANSMISSION/RETARDER	\$3.86	\$46.32
331	1	29512790		PLUG/TACHOGRAPH	\$11.63	\$11.63
332	1	29512791		WASHER/PLUG	\$1.48	\$1.48
333	50	29512875		ORING/TRAN./RETARDER/B400	\$0.82	\$41.00
334	1	29513181		KIT/ADAPTER/ENG TO TRANS	\$657.86	\$657.86
335	8	29513389	29535223	SPACER/INV/	\$3.54	\$28.32
336	15	29514151		GEAR/P3 SUN	\$239.03	\$3,585.45
337	12	29514153	29545913	CARRIER/P3 PLANETARY	\$596.47	\$7,157.64
338	1	29514182		PLUG/INV/FLOW VALVE/TRANSMISSION	\$27.23	\$27.23
339	1	29514364		RING/RETAINING/EXTERNAL	\$3.10	\$3.10
340	25	29514512	29546242	KIT/INV/RETARDER	\$153.33	\$3,833.25
341	42	29514513	29544784	KIT/INV/SEAL/CONTROL MODULE	\$64.17	\$2,695.14
342	40	29514677		PLATE/BACKING/LOCKUP CLUTCH	\$443.86	\$17,754.40
343	1	29514683		BOLT/FLANGE HD/M8X1.25X25MM LG	\$1.48	\$1.48

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
344	108	29514684		BEARING/ASSY/THRUST	\$79.28	\$8,562.24
345	8	29514729		CONVERTER/PUMP ASSY	\$660.04	\$5,280.32
346	1	29514790		PUMP/ASSY/CONVERTER	\$397.45	\$397.45
347	1	29514791		ASSEMBLY/PUMP/CONVERTER/COMPLETE	\$981.15	\$981.15
348	1	29514800	29542354	HOUSING/INV/PUMP/TRANSMISSION	\$186.45	\$186.45
349	2	29514803	29535595	COVER/INV/	\$444.94	\$889.88
350	32	29514804		PLATE/INV/TRANSMISSION/STEEL	\$581.67	\$18,613.44
351	35	29514805	29537507	BOLT/INV/	\$0.93	\$32.55
352	120	29515618	29543993	BEARING/ASSEMBLY/ROLLER	\$23.48	\$2,817.60
353	25	29515688	29542028	GEAR SET/OIL PUMP	\$383.01	\$9,575.25
354	45	29515690	29546233	SEAL/INV/REAR	\$18.99	\$854.55
355	65	29515691	29546238	SEAL/REAR/TRANSMISSION/B500R	\$41.58	\$2,702.70
356	1	29515692		SPRING/VALVE/RETARDER	\$8.51	\$8.51
357	1	29515693		VALVE/RETARDER/B400 ALLISON	\$162.73	\$162.73
358	2	29516030		PIN/INV/DOWEL/TRANSMISSION	\$3.02	\$6.04
359	30	29516159		YOKE/INV/OUTPUT/TRANSMISSION	\$315.81	\$9,474.30
360	210	29516170		PLATE/INV/C-2	\$27.75	\$5,827.50
361	275	29516172	29536337	PLATE/INV/C-5	\$22.35	\$6,146.25
362	2	29516175		PLATE/INV/STIFFENING/TRANSMISSION	\$212.23	\$424.46
363	145	29516199	29541563	BEARING/INV/ASSEMBLY/P3 CARRIER	\$11.40	\$1,653.00
364	1	29516328	29541820	HARNES/STANDOFF	\$73.79	\$73.79
365	35	29516329		CLIP/INV/TRANSMISSION/SPRING	\$1.62	\$56.70
366	1	29516484		SLEEVE/INV/	\$325.91	\$325.91
367	1	29516488		SLEEVE/GROUND/B500R	\$661.30	\$661.30
368	4	29516492	29530450	SHAFT/INV/TURBINE/TRANSMISSION	\$188.00	\$752.00
369	2	29516496	29542538	SHAFT/TURBINE	\$611.54	\$1,223.08
370	170	29516805	29541564	BEARING/INV	\$2.87	\$487.90
371	8	29518004		STATOR/INV/RETARDER/TRANSMISSION	\$1,234.15	\$9,873.20
372	1	29518006	P29518006	ROTOR/INV/RETARDER/TRANSMISSION	\$613.19	\$613.19
373	1	29518440		KIT/SEAL	\$46.96	\$46.96
374	55	29518441	29546246	SEAL/INV/TRANSMISSION/GASKET KIT	\$616.43	\$33,903.65
375	7	29519119		ADAPTER/FLYWHEEL RING/ASSY	\$1,116.50	\$7,815.50
376	4	29519212		SCREW/8X25 DIPSTICK/MOUNTING	\$1.89	\$7.56
377	1	29520396	29542084	SEAL/INV/CONTROL VALVE	\$5.52	\$5.52
378	3	29521261		HOUSING/INV/RETARDER/TRANSMISSION	\$3,805.51	\$11,416.53
379	62	29522717	29547934	SOLENOID/MAG VALVE/TRANS ACCUM.	\$202.15	\$12,533.30
380	1	29523697		ORING/FOR OUTPUT SHAFT FLANGE	\$1.25	\$1.25
381	32	29523725	29542025	GEAR/INV/	\$217.07	\$6,946.24
382	1	29524123		HOUSING/CONVERTER	\$1,908.82	\$1,908.82
383	1	29524394	29535230	GASKET/INV/	\$6.39	\$6.39
384	16	29524396	29535231	PLATE/INV/TRANSMISSION	\$25.66	\$410.56
385	20	29524398		PLATE/SEPERATOR	\$45.96	\$919.20
386	1	29524447		COVER/TRANSMISSION FILTER/ALUMINUM	\$34.48	\$34.48
387	2	29524449		GASKET/INV/TRANSMISSION/PAPER	\$1.16	\$2.32
388	1	29525192	29541883	BOLT/M12X1.75X165	\$7.46	\$7.46
389	435	29526899	29548987	KIT/INV/FILTER	\$44.98	\$19,566.30
390	1	29527004		BOLT/ACCUMULATOR/L-10 IN/TH-3/8-24	\$17.72	\$17.72
391	3	29527007		PISTON	\$217.19	\$651.57
392	105	29527008		SEAL/LIP/ACCUMULATOR	\$81.43	\$8,550.15

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
393	52	29527009		RING/SEAL/ACCUMULATOR	\$31.87	\$1,657.24
394	95	29527010		SEAL/END/ACCUMULATOR	\$34.86	\$3,311.70
395	2	29527012		BOLT/TIE ROD 3/8-24X7	\$17.72	\$35.44
396	4	29527781		SHAFT/INV/MAIN/TRANSMISSION	\$720.17	\$2,880.68
397	390	29528209		PLATE/INV/C-3/C-4	\$30.04	\$11,715.60
398	1	29528321		HOUSING/STATOR	\$631.92	\$631.92
399	4	29528323		ROTOR/RETARDER	\$824.30	\$3,297.20
400	1	29528959	29536742	GASKET/RETARDER/HOUSING	\$13.30	\$13.30
401	285	29529291		PLATE/C3/C4 CLUTCH FRICTION	\$31.06	\$8,852.10
402	1	29529294		PLATE/VALVE BODY/B400	\$6.73	\$6.73
403	6	29529295	29535940	GASKET/SEPERATOR PLATE	\$1.88	\$11.28
404	1	29529298		SPRING/PINK W/WHITE ENDS	\$1.03	\$1.03
405	2	29529299		SPRING/MED	\$0.78	\$1.56
406	1	29529309		HOUSING/RETARDER	\$1,746.62	\$1,746.62
407	1	29529310		SPRING	\$0.67	\$0.67
408	3	29529313		HARNESS	\$102.32	\$306.96
409	18	29529472	29542682	HARNESS/ASSEMBLY,CONTROL/INTERNAL	\$361.97	\$6,515.46
410	1	29529486		ORING/TRANSMISSION	\$1.53	\$1.53
411	4	29529973		CHANNEL	\$7.68	\$30.72
412	24	29530105	29549755	SENSOR/ASSY/OIL LEVEL	\$220.90	\$5,301.60
413	64	29530328		PLUG/INV/MAIN HOUSING	\$12.07	\$772.48
414	1	29530448		HUB/C1 DRIVE	\$214.60	\$214.60
415	12	29530458	29537929	CARRIER/P3/PLANETARY	\$624.96	\$7,499.52
416	10	29530461	29537936	CARRIER/P2 WITH BUSHING	\$316.54	\$3,165.40
417	8	29530469	29537922	CARRIER/P1/PLANETARY	\$163.45	\$1,307.60
418	2	29530531	29542920	GASKET/CHANNEL PLATE	\$21.20	\$42.40
419	2	29533076		PLATE/CHANNEL	\$762.91	\$1,525.82
420	44	29533225	29544593	HOUSING/MAIN	\$1,053.50	\$46,354.00
421	1	29533240	29547827	PLATE/NAME	\$1.99	\$1.99
422	2	29533652	29542677	HARNESS/ASSY	\$268.71	\$537.42
423	18	29533655	29542648	WIRING/HARNESS/INTERNAL	\$285.32	\$5,135.76
424	2	29533980		BRACKET/TEMPERATURE SENSOR	\$14.46	\$28.92
425	1	29533999	29538484	CLIP/SPRING	\$2.93	\$2.93
426	92	29534362		PLUG/OIL DRAIN/B400R/B500R	\$11.51	\$1,058.92
427	26	29534476	29544957	STATOR/RETARDER	\$514.62	\$13,380.12
428	16	29534478	29551651	HOUSING/ASSY/PLUG/RETARDER	\$1,718.50	\$27,496.00
429	1	29534487		CAP/END	\$194.90	\$194.90
430	1	29534488		CAP/END	\$194.90	\$194.90
431	8	29534489		SEAL/END/ACCUMULATOR	\$24.40	\$195.20
432	1	29534491		BOLT	\$16.05	\$16.05
433	20	29534504		HUB/ASSY/ROTATING CLUTCH	\$687.33	\$13,746.60
434	2	29534511	29505712	GEAR/ASSY/P1 SUN	\$479.23	\$958.46
435	2	29534572		BACKPLATE/C1 CLUTCH	\$80.50	\$161.00
436	2	29534573		PLATE/C1 CLUTCH APPLY	\$64.43	\$128.86
437	20	29534574		PLATE/TRANSMISSION/APPLY	\$41.18	\$823.60
438	16	29534575	29539665	PLATE/TRANSMISSION/BACKING	\$31.90	\$510.40
439	28	29534577	29543194	PISTON/C1	\$49.04	\$1,373.12
440	400	29534834	29536341	PLATE/C5 CLUTCH FRICTION	\$36.52	\$14,608.00
441	2	29534836		GEAR/P3 PLANETARY RING	\$912.69	\$1,825.38

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
442	3	29534937	29543300	UNIT/ELECTRONIC CONTROL/TRAN.	\$2,030.03	\$6,090.09
443	4	29535210	29535989	CARRIER/BUSHING/ASSY	\$1,107.87	\$4,431.48
444	8	29535213		PLATE/TRAN./RETARDER/B400	\$19.21	\$153.68
445	2	29535215	29542517	RETAINER/PLATE	\$16.24	\$32.48
446	2	29535219		BOLT/TRAN./RETARDER/B400	\$2.54	\$5.08
447	8	29535234	29535234	SHAFT/OUTPUT	\$106.61	\$852.88
448	2	29535235		SHAFT/ASSY/OUTPUT	\$131.26	\$262.52
449	2	29535581		PLUG/TORQUE CONVERTER	\$8.22	\$16.44
450	2	29535596		COVER/PLUG/KIT	\$688.40	\$1,376.80
451	8	29535634		WASHER/WASHER/BELLEVILLE	\$2.30	\$18.40
452	14	29535692		BOLT/SOCKET HEAD/SCREW/GRADE 12.9	\$2.54	\$35.56
453	1	29535902		GASKET/STATOR/HOUSING	\$32.04	\$32.04
454	40	29535910		KIT/BOLT KIT/OUTPUT/REDESIGN	\$16.68	\$667.20
455	54	29535939	29537060	BUSHING/89 ID	\$30.61	\$1,652.94
456	18	29535945	29546243	SEAL/GASKET/KIT	\$236.77	\$4,261.86
457	55	29535956		BUSHING/P1 CARRIER	\$12.38	\$680.90
458	54	29535957		BUSHING/53 ID	\$13.17	\$711.18
459	12	29536334		PLATE/FRICTION/C1	\$5.37	\$64.44
460	12	29536335		PLATE/FRICTION/C2	\$20.17	\$242.04
461	25	29536336		PLATES/C3/C3FRICTION	\$22.81	\$570.25
462	160	29536338		PLATE/C1/CLUTCH FRICTION	\$8.91	\$1,425.60
463	162	29536339		PLATE/C2/CLUTCH FRICTION	\$30.50	\$4,941.00
464	230	29536340		PLATE/C3/C4/CLUTCH FRICTION	\$31.06	\$7,143.80
465	15	29536465	29542689	WIRE/HARNESS/INTERNAL	\$209.36	\$3,140.40
466	4	29536564	29549754	BOLT/OIL SENSOR	\$307.49	\$1,229.96
467	53	29536584		KIT/OIL LEVEL SENSOR	\$307.49	\$16,296.97
468	3	29536730		VALVE/FLOW/RETARDER	\$151.78	\$455.34
469	10	29536756	29541870	BOLT/M10 X 1.5 X 169 MM	\$10.08	\$100.80
470	3	29536765		BYPASS/COVER/B-500	\$24.43	\$73.29
471	3	29536990		PLUG/RETARDER/VALVE/BODY/B-500	\$13.90	\$41.70
472	7	29537063	29542355	PUMP/HOUSING ASSEMBLY	\$279.03	\$1,953.21
473	17	29537385		NUT/RETARDER/4-TOOTH/TACHOGRAPH	\$89.46	\$1,520.82
474	3	29538343		PLATE/THRUST GEAR	\$4.40	\$13.20
475	8	29538569		RETARDER/EXH/BACKFILL/VALVE STOP	\$3.91	\$31.28
476	34	29538721		BEARING/ASSY/TAPERED	\$35.97	\$1,222.98
477	7	29538846		FILTER/SUCTION	\$89.60	\$627.20
478	14	29538847		GASKET/OIL PAN	\$24.30	\$340.20
479	3	29538855	29545027	NUT/STUD	\$9.72	\$29.16
480	350	29539579		FILTER/TRANSMISSION SPIN ON	\$6.99	\$2,446.50
481	28	29540607	29540582	SENSOR/ASSY/MOTOR SPEED	\$204.45	\$5,724.60
482	6	29540665		HARNESS/INTERNAL TRANSMISSION	\$270.98	\$1,625.88
483	10	29541061		SEAL/CABLE (HORIZONTAL)	\$20.24	\$202.40
484	1	29541073		BOLT/HEAVY HX FLANGE HD/M8X1.25X75	\$4.04	\$4.04
485	12	29541235		YOKE/ASSEMBLY	\$402.80	\$4,833.60
486	155	29541508	29545785	KIT/EV DRIVE FILTER	\$28.00	\$4,340.00
487	2	29541890	29545519	SEAL/DOUBLE LIP	\$36.58	\$73.16
488	26	29542021	29545503	MODULE/CONTROL/VCN/TCM/12 VOLT	\$441.31	\$11,474.06
489	4	29542026		BUSHING/PUMP	\$42.60	\$170.40
490	17	29542029		BUSHING/PUMP	\$116.10	\$1,973.70

**Attachment C - Pricing Sheet  
Schedule 1**

**Schedule 1: B400 and B500**

Item #	Estimated Annual Qty	Metro Part Number	Allison Part Number	Part Number Description	Unit Cost	Total Cost
491	1	29542376	29546673	HOUSING/RETARDER/TRANSMISSION	\$2,037.23	\$2,037.23
492	2	29542671		HARNESS/WIRING/MAIN	\$274.09	\$548.18
493	3	29542681		HARNESS/CONTROL/INTERNAL	\$197.63	\$592.89
494	1	29542864		FILTER/AIR/ESS	\$195.73	\$195.73
495	26	29544956		PISTON/C5/UPDATED	\$108.31	\$2,816.06
496	26	29544958		SPRING/RETURN/C5 PISTON/ASSY	\$309.83	\$8,055.58
497	4	51-33372-00	29511306	MODULE/TRANS RESISTANCE	\$117.22	\$468.88
498	5	53-32544-02	29517003	CONTROL/INV/TRANSMISSION/BRAIN	\$2,299.27	\$11,496.35
<b>Total Schedule 1:</b>						<b>\$1,014,892.18</b>

**Attachment C - Pricing Sheet  
Schedule 2**

**Schedule 2: Allison EP50**

Item #	Estimated Annual Usage	Metro Part Number	Allison Part Number	Part Number Description	Unit Price	Total Cost
1	1	104922		BALL/STEEL	\$1.13	\$1.13
2	2	6356984	29545777	FILTER/TRANS/EV-DRIVE	\$28.61	\$57.22
3	5	6885122		ORING	\$2.92	\$14.60
4	5	9418910		PIN/3/16 X 1.74	\$1.16	\$5.80
5	5	11514419		BOLT/HEX FLANGE HD/M10X1.5X50.0	\$5.67	\$28.35
6	5	11514424		PIN/DOWEL/10 X 24	\$9.61	\$48.05
7	350	11515756		BOLT/DAMPER/FRNT CVR/E V DRIVE	\$0.82	\$287.00
8	50	12129023		CONNECTOR	\$10.27	\$513.50
9	5	23018950		ORING/COVER FILTER/EV DRIVE	\$4.39	\$21.95
10	5	23047532		ORING/94.82 ID VITON	\$3.99	\$19.95
11	260	23047834	29549414	BEARING	\$38.49	\$10,007.40
12	20	23048131		RING/RETAINING/EXTERNAL	\$3.02	\$60.40
13	20	29503381		ORING/10.82MM	\$1.69	\$33.80
14	10	29503381		O-RING/10.82 MM ID	\$1.69	\$16.90
15	2	29514697		PIN/DOWEL/E V DRIVE	\$10.73	\$21.46
16	5	29533074		SOLENOID/ASSY/N/O VARIABLE BLEED	\$68.82	\$344.10
17	8	29533075		SOLENOID/ASSY/N/C VARIABLE BLEED	\$64.93	\$519.44
18	18	29533655	29542648	WIRING/HARNESS/INTERNAL	\$285.32	\$5,135.76
19	5	29534518		RETAINER/SOLENOID	\$0.90	\$4.50
20	10	29535517		O-RING/13.5 MM ID	\$2.45	\$24.50
21	10	29535518		O-RING/13.0 MM ID	\$2.45	\$24.50
22	80	29535617		MAGNET/FILTER/TRANS/SPIN ON	\$2.61	\$208.80
23	2	29536298		FITTING/TUBE/SPIN/ON FILTER MTG	\$3.21	\$6.42
24	12	29536833		SOLENOID/ASSY/N/C ON/OFF	\$11.91	\$142.92
25	200	29538269		SCREW/HEX FLANGE/M8X1.25X25	\$1.55	\$310.00
26	85	29538650		BEARING/ASSY/ROLLER	\$212.51	\$18,063.35
27	115	29538659		BEARING/ASSY/THRUST/72 MM ID	\$23.40	\$2,691.00
28	10	29538668		STATOR/EV DRIVE/A & B MOTOR	\$6,744.66	\$67,446.60
29	5	29538678		ROTOR/B/HUB/FLANGE ASSY	\$12,579.11	\$62,895.55
30	35	29538689		BUSHING/P3 RING FLANGE/66 MM ID	\$44.40	\$1,554.00
31	2	29538690		RING/RETAINING/188 GROVE DIA	\$32.13	\$64.26
32	1	29538693		CARRIER/P3	\$1,099.31	\$1,099.31
33	4	29538695		SPINDLE/P3 CARRIER	\$76.48	\$305.92
34	3	29538696		FLANGE/P3 OUTPUT	\$841.45	\$2,524.35
35	6	29538697		BUSHING/P3 CARRIER FLANGE	\$43.16	\$258.96
36	4	29538699		RING/RETAINING/INTERNAL	\$29.51	\$118.04
37	195	29538700		BEARING/THRUST/64 MM ID	\$27.51	\$5,364.45
38	4	29538701		GEAR/SUN P3	\$324.00	\$1,296.00
39	2	29538702		RACE/THRUST BEARING	\$52.92	\$105.84
40	2	29538703		RACE/THRUST BEARING	\$53.09	\$106.18
41	2	29538704		RACE/THRUST BEARING	\$53.86	\$107.72
42	2	29538705		RACE/THRUST BEARING	\$55.33	\$110.66
43	2	29538706		RACE/THRUST BEARING	\$57.20	\$114.40
44	2	29538707		RACE/THRUST BEARING	\$57.41	\$114.82
45	14	29538710		PLATE/ASSY/C1 CLUTCH	\$125.57	\$1,757.98
46	25	29538711		BEARING/ASSY/ROLLER	\$362.70	\$9,067.50
47	5	29538717		GASKET/REAR COVER ASSY/HYBRID	\$13.19	\$65.95
48	1	29538719		SHAFT/OUTPUT	\$1,253.38	\$1,253.38

**Attachment C - Pricing Sheet  
Schedule 2**

**Schedule 2: Allison EP50**

Item #	Estimated Annual Usage	Metro Part Number	Allison Part Number	Part Number Description	Unit Price	Total Cost
49	35	29538721		BEARING/ASSY/TAPERED	\$35.97	\$1,258.95
50	10	29538722		ORING	\$1.48	\$14.80
51	6	29538726		SPRING/ASSEMBLY	\$356.77	\$2,140.62
52	4	29538728		SEAL/ROTATING/OUTPUT SHAFT ASSY	\$81.03	\$324.12
53	42	29538729		BEARING/ASSY/THRUST/59.0 MM ID	\$24.02	\$1,008.84
54	25	29538734		RING/RETAINING/INTERNAL 18MM OD	\$60.90	\$1,522.50
55	2	29538738		SEAL/EXTERNAL/C1 PISTON/260MM ID	\$24.81	\$49.62
56	2	29538739		SEAL/INTERNAL LIP/C1 PISTON	\$18.97	\$37.94
57	5	29538742		BOLT/HEAVY HEX FLANGE HD	\$4.84	\$24.20
58	25	29538744		WASHER/OUTPUT FLANGE	\$86.68	\$2,167.00
59	5	29538747		RING/RETAINING/EXTERNAL	\$19.23	\$96.15
60	1	29538749		GEAR/P2 SUN	\$131.06	\$131.06
61	20	29538752		BUSHING/P2 SUPPORT/94 MM ID	\$68.31	\$1,366.20
62	8	29538753		SPINDLE/P1/P2 CARRIER	\$87.04	\$696.32
63	12	29538754		RING/RETAINING/INTERNAL	\$15.06	\$180.72
64	1	29538755		SHAFT/MAIN	\$421.97	\$421.97
65	1	29538756		HUB/P2	\$561.48	\$561.48
66	34	29538758		BUSHING	\$46.38	\$1,576.92
67	1	29538759		GEAR/PISTON	\$115.15	\$115.15
68	1	29538761		CARRIER/P1	\$675.81	\$675.81
69	1	29538764		GEAR/P1 RING	\$309.73	\$309.73
70	1	29538766		ROTOR/A/HUB ASSY/P2 RING	\$12,529.63	\$12,529.63
71	2	29538770		GASKET	\$16.47	\$32.94
72	1	29538772		HOUSING/ASSY/INPUT	\$3,367.36	\$3,367.36
73	5	29538778		ORING	\$3.31	\$16.55
74	12	29538780		BUSHING/PUMP HOUSING/57 MM ID	\$48.09	\$577.08
75	1	29538783		VALVE/MAIN REGULATOR	\$54.70	\$54.70
76	6	29538790		PLATE/SEPARATOR	\$95.01	\$570.06
77	1	29538791		SUPPORT ASSEMBLY/FRONT	\$745.68	\$745.68
78	12	29538795		DAMPER/FRONT COVER	\$612.97	\$7,355.64
79	42	29538796		DAMPER	\$1,342.12	\$56,369.04
80	4	29538797		HUB/DAMPEER	\$209.96	\$839.84
81	4	29538798		ASSEMBLY/REAR COVER/DAMPER	\$1,201.77	\$4,807.08
82	5	29538800		ORING	\$8.49	\$42.45
83	25	29538801		BUSHING	\$64.26	\$1,606.50
84	100	29538805		RING/RETAINING/EXTERNAL/EV DRIVE	\$2.77	\$277.00
85	9	29538806		SWITCH/ASSEMBLY/HVIL	\$1,065.56	\$9,590.04
86	5	29538821		BOLT/M5 X 0.8 X 14	\$1.90	\$9.50
87	1	29538827		VALVE/MAIN/CONTROL/BODY	\$156.68	\$156.68
88	2	29538828		VALVE/CONTROL/MAIN REGULATOR	\$59.99	\$119.98
89	2	29538845		SEAL/ASSY/INPUT	\$54.08	\$108.16
90	8	29538846		FILTER/SUCTION	\$89.60	\$716.80
91	1	29538848		PAN/OIL	\$1,012.32	\$1,012.32
92	1	29538853		GASKET/C1/HOUSING	\$16.47	\$16.47
93	10	29538854		ORING	\$1.97	\$19.70
94	5	29538855	29545027	NUT/STUD	\$9.72	\$48.60
95	10	29538885		GEAR/SET	\$173.54	\$1,735.40
96	5	29538890		O-RING/101.26 ID/VITON/EV DRIVE	\$4.32	\$21.60

**Attachment C - Pricing Sheet  
Schedule 2**

**Schedule 2: Allison EP50**

Item #	Estimated Annual Usage	Metro Part Number	Allison Part Number	Part Number Description	Unit Price	Total Cost
97	25	29538908		RING/RETAINING	\$26.57	\$664.25
98	15	29538909		PLATE/ASSY/C2 CLUTCH	\$93.16	\$1,397.40
99	1	29538912		COVER/CABLE	\$126.87	\$126.87
100	20	29538913		GASKET/CABLE HOUSING COVER	\$14.93	\$298.60
101	20	29538918		PIN/DOWEL	\$8.71	\$174.20
102	20	29538919		PIN/DOWEL	\$9.29	\$185.80
103	2	29539822		STOP/COOLER BYPASS	\$19.75	\$39.50
104	5	29539978		BOLT/HEAVY FX FLANGE HD/M6X1X12	\$4.04	\$20.20
105	5	29540533		SCREW/HVDC ACCESS COVER	\$0.82	\$4.10
106	28	29540607	29540582	SENSOR/ASSY/MOTOR SPEED	\$204.45	\$5,724.60
107	1	29540613		CLIP/SENSOR/MOTOR SPEED	\$59.29	\$59.29
108	5	29540623		SPRING/MAIN PRESSURE	\$18.71	\$93.55
109	1	29540647		WHEEL/TACHOGRAPH/SELECTIVE/#7	\$290.62	\$290.62
110	1	29540648		WHEEL/TACHOGRAPH/SELECTIVE/#8	\$296.44	\$296.44
111	1	29540649		WHEEL/TACHOGRAPH/SELECTIVE #9	\$299.40	\$299.40
112	1	29540652		PLUG/COOLER BYPASS	\$140.47	\$140.47
113	6	29540665	29549889	HARNESS/INTERNAL TRANSMISSION	\$265.67	\$1,594.02
114	5	29540687		SCREW/10-24/CABLE HSG/EV DRIVE	\$0.31	\$1.55
115	5	29540694		SCREW/CABLE HOUSING/EV DRIVE	\$0.32	\$1.60
116	35	29540707		GASKET/CABLE HOUSING	\$14.93	\$522.55
117	1	29540746		SEAL/LUGBOX SPLITLINE/EV DRIVE	\$21.98	\$21.98
118	1	29540747		SEAL/LUGBOX SPLITLINE	\$28.26	\$28.26
119	85	29540748		COVER/SHIPPING	\$14.74	\$1,252.90
120	20	29540765	29549552	HOUSING/CABLE	\$309.20	\$6,184.00
121	45	29540766	29549608	INSULATOR/HIGH VOLTAGE STUD	\$35.86	\$1,613.70
122	20	29540769		COVER/HOUSING	\$202.13	\$4,042.60
123	1	29540810		WHEEL/TACHOGRAPH/SELECTIVE/#10	\$285.14	\$285.14
124	3	29541031		FLANGE/RING GEAR/P3/ASSEMBLY	\$670.86	\$2,012.58
125	1	29541032		COVER/REAR	\$1,298.34	\$1,298.34
126	1	29541033		CARRIER/P-2	\$888.08	\$888.08
127	14	29541034		SHAFT/INPUT	\$534.05	\$7,476.70
128	1	29541035		ASSEMBLY/PUMP AND BUSHING	\$2,612.49	\$2,612.49
129	35	29541036		BUSHING/P3 RING FLANGE/70 MM ID	\$48.23	\$1,688.05
130	32	29541037		BUSHING/FRONT SUPPORT/51 MM ID	\$102.03	\$3,264.96
131	8	29541038		BUSHING/MAIN SHAFT/33.5 MM ID	\$40.40	\$323.20
132	1	29541040		WHEEL/TACHOGRAPH/SELECTIVE/#0	\$299.40	\$299.40
133	1	29541041		WHEEL/TACHOGRAPH/SELECTIVE/#1	\$299.40	\$299.40
134	3	29541042		WHEEL/TACHOGRAPH/SELECTIVE/#2	\$299.40	\$898.20
135	1	29541043		WHEEL/TACHOGRAPH/SELECTIVE/#3	\$299.40	\$299.40
136	4	29541044		WHEEL/TACHOGRAPH/SELECTIVE/#4	\$293.52	\$1,174.08
137	8	29541045		WHEEL/TACHOGRAPH/SELECTIVE/#5	\$299.40	\$2,395.20
138	2	29541046		WHEEL/TACHOGRAPH/SELECTIVE/#6	\$299.40	\$598.80
139	10	29541061		SEAL/CABLE	\$20.24	\$202.40
140	5	29541064		RING/RETAINING/EXTERNAL/68 MM	\$24.39	\$121.95
141	2	29541066		SPRING/COOLER BYPASS	\$17.86	\$35.72
142	2	29541069		GASKET	\$5.04	\$10.08
143	5	29541071		BOLT/M10X1.50X35	\$1.29	\$6.45
144	30	29541074		BOLT/HEAVY HEX FLANCE HD	\$5.67	\$170.10

**Attachment C - Pricing Sheet  
Schedule 2**

**Schedule 2: Allison EP50**

Item #	Estimated Annual Usage	Metro Part Number	Allison Part Number	Part Number Description	Unit Price	Total Cost
145	5	29541075		BOLT/HEAVY HX FLANGE HD	\$2.37	\$11.85
146	10	29541076		BOLT/HOUSING/HEAVY HX FLANGE	\$5.13	\$51.30
147	1	29541079		STOP/DPIM	\$96.81	\$96.81
148	4	29541080		WASHER/BYPASS/DPIM	\$96.62	\$386.48
149	5	29541232		KEY/OUTPUT SHAFT	\$22.20	\$111.00
150	10	29541233		NUT/OUTPUT LOCK	\$183.36	\$1,833.60
151	12	29541235		YOKE/ASSEMBLY	\$402.80	\$4,833.60
152	155	29541508	29545785	KIT/EV DRIVE FILTER/HYBRID	\$28.00	\$4,340.00
153	5	29541712		BOLT/HEAVY HEX FLANGE HD	\$6.12	\$30.60
154	5	29541713		O-RING/CABLE HSG SCREW/EV DRIVE	\$0.00	\$0.00
155	28	29542021	29545503	MODULE/CONTROL/VCM/TCM/12 VOLT	\$441.31	\$12,356.68
156	4	29542681		HARNESS/CONTROL/INTERNAL	\$197.63	\$790.52
157	1	29542840		THERMISTOR/ASSY/NO 1	\$182.04	\$182.04
158	1	29542841		THERMISTOR/ASSY/NO 2	\$182.04	\$182.04
159	1	29542842		HARNESS/WIRING/THERMISTER	\$198.86	\$198.86
160	1	29542843		THERMISTOR/ASSY/NO 4	\$182.04	\$182.04
161	1	29542844		THERMISTOR/ASSY/NO 5	\$185.68	\$185.68
162	1	29542845		THERMISTOR/ASSY/NO 6	\$182.04	\$182.04
163	1	29542846	29549707	BCIM	\$970.30	\$970.30
164	4	29542847		RELAY/MAIN HIGH SIDE	\$328.68	\$1,314.72
165	4	29542848		RELAY/MAIN LOW SIDE	\$354.71	\$1,418.84
166	1	29542849		RELAY/PRECHARGE	\$255.69	\$255.69
167	1	29542850		ASSEMBLY/SENSOR/CURRENT	\$266.28	\$266.28
168	1	29542851		PRECHARGE	\$190.49	\$190.49
169	44	29542852		FUSE/MAIN/DPIM/ESS	\$250.52	\$11,022.88
170	1	29542853		FAN/ASSEMBLY/BATTERY	\$612.08	\$612.08
171	2	29542854		RELAY/BATTERY/FAN	\$103.36	\$206.72
172	1	29542855		SWITCH/SNAP ACTION	\$119.83	\$119.83
173	4	29542862		COVER/HVIL ASSEMBLY	\$191.79	\$767.16
174	1	29543356		PLATE/C2 BACKING	\$499.10	\$499.10
175	1	29543357		HUB/C2 DRIVE	\$190.59	\$190.59
176	1	29543358		HUB/CLUTCH/C1	\$338.83	\$338.83
177	5	29544003		NUT/RETAINER	\$2.47	\$12.35
178	1	29545530		PISTON/C1 CLUTCH ASSY	\$1,151.96	\$1,151.96
179	2	29545654		GEAR/RING/P3	\$337.89	\$675.78
180	1	29545670		RACE/THRUST BEARING	\$55.16	\$55.16
181	1	29545671		RACE/THRUST BEARING	\$55.16	\$55.16
182	54	29545946		KIT/SEAL AND GASKET/HYBRID	\$575.58	\$31,081.32
183	28	29545948		KIT/LUG BOX SEAL/GASKET/GRP B	\$125.96	\$3,526.88
184	2	29545949		KIT/LUG BOX SEAL/GASKET/GRP A	\$0.00	\$0.00
185	10	29545950		CONNECTOR/2M M/P 150 CLIP SLOT	\$9.67	\$96.70
186	10	29545952		GASKET/C1/YHOUSING	\$7.79	\$77.90
187	10	29545953		CONNECTOR/EV DRIVE	\$6.96	\$69.60
188	5	29545955		CONNECTOR/EV DRIVE	\$7.99	\$39.95
189	5	29546263		ORING	\$23.06	\$115.30
190	3	29548557		DPIM/DUAL POWER INVERTER MODULE	\$47,818.49	\$143,455.47
191	1	29549496		PLATE/OIL TRANSFER/COMBINED	\$418.09	\$418.09
192	4	29550019		BEARING THRUST	\$61.72	\$246.88

**Attachment C - Pricing Sheet  
Schedule 2**

**Schedule 2: Allison EP50**

<b>Item #</b>	<b>Estimated Annual Usage</b>	<b>Metro Part Number</b>	<b>Allison Part Number</b>	<b>Part Number Description</b>	<b>Unit Price</b>	<b>Total Cost</b>
193	1	29550061		KIT/EV DRIVE HOUSING	\$926.46	\$926.46
194	1	29550684		KIT/REPAIR/EV DRIVE	\$2,076.95	\$2,076.95
195	10	29551056		BOLT/LUG/TERMINAL	\$1.08	\$10.80
196	235	29551466		LUG/TERMINAL/EV DRIVE	\$107.57	\$25,278.95
197	10	29573779	24573779	BOLT/SCREW	\$0.83	\$8.30
<b>Total of Schedule #2</b>						<b>\$616,719.35</b>