

Addendum #1

RFP#: HDBUS2018

Date: 4/20/2018

The purpose of this addendum is to clarify the following questions:

1. What is the CARTS paint scheme and do the logos need to be installed by the offeror?
 - Answer: CARTS buses will be painted all one color and the logos will be installed by CARTS.
Answer: All logos and decals for BTD will need to be installed by the offeror. *The decals per BTD bus are as follows:
Two (2) 30" and two (2) 18" of the round BTD logo below. And two (2) decal lettering of "Need a Ride ... Call 1-800-272-0039" in the font Myriad Pro-Black Condensed.*



2. Is CARTS open to other floor plans besides the one in the document?
 - Answer: Yes, CARTS is open to suggestions.
3. Clarification for total number of buses: 28 buses total for the life of the contract.

Page 65-66 / Section 11- Flooring

Request Altro Safety Flooring be considered as an approved equal or request pricing as an option for consideration on these HD buses.

CARTS uses Altro Safety Flooring and wants it to be priced as an option.

Grande West Requests for Pre-Offer Change or Approved Equal:

Page 62/Section 6.1

Request approval for the following warranty durations:

Extended warranties and costs can be reviewed and provided where available from component manufacturers. It is not commercially viable for Grande West to provide additional warranty beyond the components supplier's offerings. We will work on the Purchaser's behalf to support warranty claims and negotiate with component suppliers.

RFP Reference	RFP Requirement	Vendor Request	Notes
Engine ECS	5 yrs/300,000 mile	5 yrs/100,000 mile	Cummins Standard
Brake Systems	3 yrs/100,000 mile	2 yrs / 75,000 mile	Knorr/ axle standard
Door Systems	5 yrs/ 100,000 mile	1 year	Vapor Standard
Starter Alternator	3 yrs/ 36,000 mile	1 year/ 50,000 mile	Niehoff Standard

BTD will accept 5 years/100,000 mile engine warranty. BTD realizes that there will be an additional cost for the extended 5 years/300,000 miles warranty if available. BTD will accept 2 year/75,000 mile brake system warranty. BTD will accept no less than 2 years/100,000 miles on door systems. BTD will accept no less than 2 years/100,000 miles for the Starter Alternator.

Section 7 Technical Specs

Page 59/Section 2.3.2

Request approval for bus width of 98.4".

Approved.

Page 59/Section 2.3.7

Requesting approval to meet clearance angles as follows:

The 35' bus has the stock clearance angles are in column 3. The air bag suspension can easily be raised 2' by activating a standard dash switch. It is recommended to use the raised mode temporarily at slow speeds if necessary.

Angle	RFP Specs	Proposed 35' Bus	35' Bus Raised
Approach	8.5 degrees (min.)	8.0	9.3 – meets spec
Front Breakover	8 degrees (min.)	10.8 – meets spec	11.8 – meets spec
Departure	8.5 degrees (min.)	8.1	9.1 – meets spec

Approved.

Page 65/Section 10.3

Grande West request: The lower skirt panels are 1/8' thick aluminum 19" high and bolted in place- very easy and economical to replace. The body panels below the windows and above the skirt are 1/8' fiberglass panels bonded to the bus frame.

Approved.

Page 62/Section 4

Grande West request: The proposed engine is a T-mounted Cummins ISB 6.7 with a rating of 250 BHP and 660 ft. lbs. The bus with this engine meets the RFP performance specifications. Engine filler caps are screw type, flip caps are not available from Cummins.

The proposed 35' bus with 250 BHP is currently undergoing Altoona testing, with a completion date of June 2018. Actual performance data will be available then. In the interim we can review the 30' bus with 220 BPH engine Altoona data for a reference point. Ad hoc 35'/250 HP road testing meets the specifications.

Altoona Test Data June 2016 - 30' Bus with 220 HP ISB engine.

Gradeability		RFP Spec	Acceleration		RFP Spec
Vehicle Speed (MPH)	Grade %	RFP Speed	Vehicle Speed (MPH)	Test Time (s)	RFP Time (s)
45	2.3	40@ 2.5%	10	3.79	8
40	3.2	40 @ 2.5%	20	8.42	15
15	9.5	15 @ 10%	30	15.41	25
			40	26.31	40

Note: The 35' bus is 10% heavier than the 30' bus. 250 HP is 13.6% higher than 220HP. Ad Hoc on-road testing verifies the performance requirements are met with a 35' bus and 250 HP engine.

BTD will accept no less than 280 BHP and 660 ft. lbs.. Engine filler caps can be screw type.

Page 64/Section 8.1

Grande West Request: The proposed bus has a single stainless tank with a capacity of 71 gallons. The bus range on the Altoona test cycles is minimum 350 miles. (overall average fuel consumption = 6.02 MPG, CBD = 5.09 MPG)

Approved.

Page 66,77/Section 14 & 18.1

Grande West Request: The proposed front suspension system is an independent front suspension system (vs. taper leaf) with 12,787 lbs. capacity. Two air spring and 2 shock absorbers are included. This design provides improved stability, better ride and handling, lighter weight, and low maintenance. The axle is an independent type (vs. I-beam) manufactured in Europe.

Approved.

Page 66,68/Section 16 &19

Grande West Request: The proposed rear suspension system is a conventional bus T-drive air suspension system (vs. taper lead) with 25,353 lbs. capacity. Four air spring and 4 shock absorbers are included. The proposed axle is a conventional T-drive, manufactured in Asia.

Approved.

Page 69/Section 12.1

Grande West Request: The proposed bus is equipped with air disk brakes; drum brakes are not available. The large 17' disk brakes provide excellent braking performance and long life in the lighter bus design.

BTD will not accept air disc type brakes.

Page 71/Section 27.1

Grande West Request: The proposed bus is equipped with group 31 AGM batteries, with 925 CCA each. This battery system is sufficient for bus systems with minimal ITS electronic equipment. For bus purchasers with multiple ITS systems we offer an additional optional "Engine Starting Module supercapacitor" for engine starting, leaving the Group 31 batteries for bus functions.

BTD will not accept Group 31 Batteries, 8D 1150 CCA must be provided.

Page 74/Section 34-36

34. A single piece clear windshield bonded in place is proposed and inherent in the bus design.

35. The operator's side window is bonded in place. The window is 2 pieces and both halves can slide. The rear half could be fixed in position. Side window is clear.

36. Two side windows per side have top tip-in openings. Bonded in place. Glazing material is 6mm AS3 tempered safety glass with 74% light transmittance, gray tint.

Approved.

Page 73-74/ Section 37 and 37.1

Grande West Request: The proposed bus is equipped with a Valeo (ACC/Spheros) RG400 roof-mounted HVAC unit with R134a refrigerant. 133,000 BTU/hr of cooling capacity.

The driver's air conditioning is provided from the main HVAC unit through four overhead HVAC ducts, and driver-controlled fan speed. No separate dash mounted evaporator is available.

Approved. So long as it meets the Houston, Texas pull down test.

Page 78/Section 40.1

Grande West Request: The proposed bus is equipped with minimum 18 "Stop Request" buttons located at convenient locations throughout the passenger seating area.

Approved. These stop request buttons shall meet ADA and be labeled stop request.

Page 79/Section 41.5

Grande West Request: The proposed bus uses 4' Truck-Lite LED tail, brake and turn signal lamps.

Approved. Must meet F.M.V.S.S..

Page 82/Section 48.1

Grande West Request: the proposed bus is equipped with a Ricon 621SA loading ramp with 6:1 slope and 1,000 lb. capacity, electro-mechanical powered. Similar specifications and design to Lift U LU18.

Approved.

Page 5/ Tab 7

Is BTD asking for a maintenance and/or operator's Manual? Please clarify on what type of 'instruction' you require.

BTB is asking for a Maintenance and Operations Manual. Operations Manual shall include instruction on functions of the bus. Maintenance Manual shall include all Bus Service intervals & repair & replacement of sub-systems. A Comprehensive Maintenance Manual shall be provided.

Alexander Dennis Requests for Pre-Offer Change or Approved Equal:

Section 7 Technical Specs

Page 59/Section 2.3.4

The proposed bus E200 is designed and tested with 265/70R 19.5 tires.

Approved.

Page 61/Section 2.4.3

The proposed bus E200 is fitted with lightweight aluminum exterior side panels as standard.

Approved.

Page 64/Section 8.1

A 75-gallon fuel tank is fitted as standard and it is the only one available.

Approved.

Page 65/Section 10.3

A one-piece aluminum exterior roof panel is fitted and is the only one available.

Approved.

Page 66/Section 12

The E200 doorways are made from aluminum extrusion and the design has been fully tested.

Approved.

Page 66/Section 13

The E200 wheel housings are made from GRP and reinforced with steel liners.

Approved.

Page 66/Section 14

The E200 is equipped with air springs (Bellows), height control valves, radius-arm assemblies and shock absorbers with a capacity of 11,023 lbs.

Approved air springs, height control valves, radius-arm assemblies and shock absorbers with a capacity of 11,023 lbs.. BTB shall not accept disc brakes, drum brakes shall be provided.

Page 66/Section 16

The E200 is equipped with a Dana 11-26 Single reduction hypoid axle with air springs and shock absorbers with a capacity of 20,812 lbs.

Approved. (Note: Disc Brakes shall not be accepted)

Page 68/Section 19

The E200 is equipped with a Dana 11-26 single reduction hypoid axle which are manufactured in the UK, please note that the E200 is Buy America compliant and the Dana Axle is supported in North America.

BTD shall not approve the Dana 11-26 drive axle if the axle does not meet Buy America.

Page 74/Section 34

The E200 is equipped with a one-piece windshield which improved the operator's visibility.

Approved.

Page 74/Section 35

The E200 has all the side glass bonded in place including the operators window frame.

Approved.

Page 74/Section 36

Upper T-Slide transom openings are not available, please indicate your approval of fixed windows or alternatively upper tip ins as an approved equal.

Approved- windows with upper tip ins, noted tip ins cannot be provided at Emergency egress windows.

Page 74/Section 36

The E200 is equipped with 3/16' tempered safety glass to all side windows; this is the only glazing available on the E200 model.

Approved.

Creative Bus Sales Requests for Pre-Offer Change or Approved Equal:**Section 1.5 Instruction to Offerors****Page 5/Tab 14 Qualifications**

Approval requested to delete the requirement for a letter of commitment for bonding.

Approved.

Page 6/Tab 15

Approval requested for the deletion of the requirement to submit rear impact collisions test results. Rear impact testing is not a criterion for FMVSS crashworthiness and therefore is not available. The side impact test report will be provided.

Approved.

Page 33/2.20 Delivery Schedule

Clarification requested on whether the delivery timeframe of the last bus reflects the initial four (4) units for BTD. Is delivery timeframe to be shown for the initial six (6) units as well?

Delivery timeline is for the initial 10 buses (4 for BTD and 6 for CARTS).

Page 34/2.21 Pricing Schedule

Approval requested for a revised Pricing Form which includes three (3) line items for Brazos Transit District 32', CARTS 32' and CARTS 35'. Each price would be inclusive of the requirements for each agency.

Use black spaces to itemize different bus models/sizes and pricing.

Page 34/2.21 Pricing Schedule

Clarification requested on whether all optional equipment be shown on this form or on a supplement sheet as BTD has requested the special tools/diagnostic equipment to be shown.

Either way is acceptable, however if a supplemental form is used indicate to see attached supplement sheet.

Page 34/2.21 Pricing Schedule

Clarification requested on what BTD 's interpretation of Non-Equipment Charges would entail. This will allow bidders to properly complete the Pricing Schedule.

Any equipment that bidders want to propose that is not covered in the price or outlined in the RFP already. I.e. options to add flip seats, wifi, etc.

Page 39/3.9 Liquidated Damages

Approval requested that the \$500.00 per calendar day for late deliveries amount be reduced to \$100.00 per bus per day. The \$100.00 per bus day amount is the transit industry standard.

Approved.

Page 40/3.10 Delivery and Title

Approval requested for this requirement to be deleted in its entirety. The contractor will make all good faith efforts to meet BTD specification requirements. Any variance would be discussed and agreed upon with BTD prior to final vehicle acceptance.

Not approved.

Page 41/3.12 Payment

Approval requested that payment be made to the contractor within 30 days of vehicle acceptance. We request that any reference to receipt of funds from the funding agency be deleted from this specification.

Not approved.

Page 53/6.1 Warranty Provisions

Clarification requested on whether the extended propulsion system warranties are to be included on the pricing sheet as optional items or included in the base bus price proposal. Your response will allow proper costing of our vehicle.

BTB would like standard warranty included in pricing. Any extended warranty should be on a separate price sheet.

Page 53/6.1 Warranty Provisions

Approval requested for the wearable brake components to be excluded from the three year/100,000 mile warranty.

BTB will accept 2 year/75,000 miles for wearable brake components.

Page 53/6.2 Extension of Warranty

Approval requested for the deletion of this requirement in its entirety. ElDorado National (California) cannot arbitrarily extend warranty coverage terms for our component suppliers. This is a critical supplier issue which cannot be modified.

BTB shall expect if a component fails within the warranty period, that component be replaced even if the warranty period expires prior to the part or component becoming available.

Page 54/6.7 Pass-Through Warranty

Approval requested for the warranty responsibility for the Cummins engine, Allison transmission and Thermo King HVAC system to be administered directly by the component manufacturer, not ElDorado National. We cannot provide warranty restitution on behalf of the aforementioned three major component suppliers as they administer their own warranty. ElDorado National will be responsible for all warranty restitution on the balance of the bus.

BTB accepts this as a standard procedure.

Page 54/6.8 Fleet Defects

Approval requested that the definition of fleet defects be raised by 50% since the base quantity of buses is ten (10).

Approved.

Section 7 Technical Specifications

Page 59/Section 2.3.4

Approval requested to supply a 4 degree slope off horizontal locally at doors.

This design offers superior moisture drainage performance and is a critical design element of the E-Z Rider II.

Approved.

Page 61/Section 2.4.4

Clarification requested whether one set of manuals is to be supplied with each group of buses ordered or if four (4) buses are ordered are (4) sets of manuals required with delivery of the first bus?

BTB requests that four (4) sets of manuals be supplied.

Page 64/Section 8.1

Clarification requested that the light and buzzer specified is for low fuel level indication. If it is for something else, please elaborate.

Yes, for low fuel indication.

Page 67 & 68/Section 18.2.2

Approval requested for the minimum 2-inch telescopic range listed on page 67 to be the standard and the 5-inch reference on page 68 to be deleted in its entirety.

Approved.

Page 68 - 18.2.2

Remove 5" reference for steering wheel height. (See change in RED below)

	Thigh Clearance	Resting Elbow Height
5 Percentile Female	19.1"	22.1"
95 Percentile Male	25.6"	30.4"

Steering Wheel Height (Measured from Bottom Portion Closest to Driver) Relative to Angle of Slope			
At Minimum Telescopic Height Adjustment (29")		At Maximum Telescopic Height Adjustment (31") 2"	
Angle of Slope	Height	Angle of Slope	Height
0 degrees	29"	0 degrees	35"
15 degrees	26.2"	15 degrees	30.2"
25 degrees	24.6"	25 degrees	28.6"
35 degrees	22.5"	35 degrees	26.5"

Approved.

Page 69/Section 21

Clarification provided that the bus as bid to BTB and CARTS will be equipped with S-cam drum brakes.

BTB provided buses shall have s-cam drum brakes. CARTS buses shall have disc air brakes.

Page 69/Section 23

Approval requested to utilize the three-position Vapor Door controller for the CARTS build. The controller is actuated as follows: Down Position = front door open, Center Position = front door closed, Up Position - front door open.

Approved.

Page 71/Section 27.1.2

Approval requested for the battery terminals and cables to be color-coded with brown for primary positive, black for negative and red for intermediate voltage cables.

BTD requires red color for primary, black color for negative, and another color for any other intermediate voltage cable.

Page 74/Section 37

Approval requested for the A.C.T. Model AC-136G4.11 rooftop unit which is rated at 110,000 BTU/HR and meets or exceeds your requirements. The system utilizes a Bitzer 4NFCY Transit Duty Compressor. The AC-136G4 utilizes industry standard R134a environmentally responsible refrigerant which provides minimized leakage potential. The AC-136G4 benefits fuel consumption by being 128.3 pounds lighter and having a 47 amps lower current draw on the alternator than the Athenia.

Approved.

Page 76/Section 38.3

Clarification on whether the BTD and CARTS schemes are to be quoted as options or as part of their base unit pricing. If optional pricing, please revise the Pricing Schedule with a line item for BTD paint/decal scheme and a line item for CARTS paint scheme.

Pricing shall include quote for paint. This is not optional.

Page 77/Section 38.3

Approval requested for the Akzo Nobel Sikkens paint system that has been developed specifically for ElDorado National (California)'s paint processes.

Approved.

Page 77/Section 38.3 CARTS-Paint Scheme

Clarification requested on whether the requirement for 2 stage paint scheme means that CARTS requires a base coat / clear coat; OR a primer / top coat paint scheme. There is a significant cost difference between the two options so direction is required so that appropriate pricing can be provided.

CARTS Clarification- the two (2) stage paint scheme means that CARTS requires a base coat/clear coat.

Page 78/Section 40

To provide adequate price quotes, clarification requested on the details of BTD required decals, numbering and signing.

The decals per bus are as follows:

Two (2) 30" and two (2) 18" of the round BTD logo below. And two (2) decal lettering of "Need a Ride ... Call 1-800-272-0039" in the font Myriad Pro-Black Condensed.



Page 80/Section 43

Clarification requested on whether the Diamond Model SV is to be procured by the manufacturer and installed per this section. Section 3.7 Specification and Offer Omissions and Section 6.8 Fleet Defects reference that fareboxes/fare collection equipment will be supplied by BTD.

BTD requests that the bus manufacture provide and install the farebox.

Page 80/Section 45.4

We wish to clarify that at the seated hip level we meet the requirement for no less than 18-inch-wide aisles but the floorplan reflects 16 inches as the minimum aisle width because of the aisle side hinge cover on the required Citi Seats.

BTD requires at hip height the aisle width shall be no less than 18" between the seats.

Page 82/Section 51

Please confirm that the GPS/AVL WILL NOT be required as part of the initial proposal pricing. Note if BTD would like GPS/AVL quoted in the base bus proposal please provide specifics on which GPS/AVL brand and options are required. This will allow proper costing of our proposal.

BTD would like the GPS/AVL quoted into the price for the bus.

List of MDT and T-Box parts used by BTD (from Trapeze/Tripspark)

R44-V110T-00

4-CAS-PIGTVEHC12-24

Mounting

65T0125-001 BASE, RAM MOUNT 1.50 DIA BALL (RPER-MT-FLG)

65T9999-010 10" Ram Mount Arm

TBOX Audio Annunciator

TBOX10000

Cabling

4-CAS-TBXPIGT183-01

2-FUS-MINI005A-00

2-FUS-MINI002A-00

2-FUH-MINIWV00-00

1-RES-A080103J-00

75T1581-005

4-CAS-1708TBOX61-01 (Sunrise Sign I/F Cable)

5-ASY-MICROPHONE-00

4-CAS-RNG4ETHDGL-10

Internal LED Next Stop Sign

6-SGN-SUNRISEX-01

2-FUS-MINI005A-00

2-FUH-MINIWV00-00

Page 85/Appendix B

Approval requested for the attached floorplans in lieu of the two samples provided on page 85. These floorplans will provide maximum seating while ensuring enhanced passenger and wheelchair flow. We wish to clarify that at the seated hip level we meet the requirement for 18-inch aisle width but the floorplan reflects 16 inches as the minimum aisle width because of the aisle side hinge cover on the required Citi Seats.

Approved.

New Flyer of America Requests for Pre-Offer Change or Approved Equal:

Section 6 Warranty Provisions

Page 53/Section 6.1

New Flyer is committed to ensuring that you get the most value from your vehicles and is requesting your approval on the following warranty coverage for the body structure. New Flyer request approval to propose the body and body structure to be warranted free from defects, related defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first. The body and body structure includes components that are mechanically fastened or adhesively bonded or glued as part of the structure.

Approved.

Page 53/Section 6.1

New Flyer requests approval to provide the following whichever occurs first warranties:

- Brake system..... 1 (one) year or 50,000 miles
- Door systems 3 (three) years or 150,000 miles
- Starter Alternator 2 (two) years or 100,000 miles
- Front A/C2 (two) years

Approved.

Page 53/Section 6.2

It is New Flyers priority to make every attempt to complete all warranty repairs within the timeframe allotted. In circumstances where it is not possible to complete warranty repairs within the 30 day period due to uncontrollable part lead times, New Flyer requests your approval to not extend the warranty period as major component suppliers will not extend warranty periods to accommodate these circumstances.

BTD shall expect if a component fails within the warranty period, that component shall be replaced even if the warranty period expires prior to the part or component becoming available.

Page 54/Section 6.7

Major Component Warranty repairs should be carried out by the equipment suppliers in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer. For this reason, New Flyer requests a waiver to transfer the responsibility of administering warranty repairs to the supplier for all the major the components including engine, transmission, HVAC, destination signs and batteries.

Approved.

Page 54/Section 6.8

New Flyer is committed to ensuring that you get the most value from your vehicles and is requesting your approval on fleet defect coverage for the limited base bus warranty period of 1 year/50,000 miles (whichever occurs first) and applies to orders or options of 12 or more units.

Major component manufacturers will not recognize and/or participate in fleet defect clauses, however, if the fleet defect percentage is reached in a major component, New Flyer will fully support and assist you with obtaining a remedy from the major component manufacturer. This does not apply to normal wear-and-tear items, procuring agency/contract-specified components, or major components such as the engine, transmission, and HVAC.

Not approved.

Page 55/Section 6.9

It is New Flyers priority to ensure all warranty covered repairs are completed by the appropriate party in order for you to receive the highest quality, least expensive and most efficient outcome possible. With this goal in mind, New Flyer is requesting your approval on the following solutions.

Minor Major Warranty covered repairs should be carried out by BTD and reimbursed by the contractor through Warranty. New Flyer is available to assist in completing these warranty covered repairs when it is beyond the property's scope of expertise.

Major Component Warranty repairs should be carried out by the equipment suppliers engine, transmission, HVAC and destination sign suppliers in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer, unless BTD is an authorized warranty center. If the property elects to perform these repairs, without written permission of the original equipment manufacturer the remaining warranty coverage may be voided.

Approved.

Page 55/Section 6.9

The New Flyer Service team will always strive to solve BTD's problems and get your bus up and running as fast as possible. When available, using BTD space to complete repairs is the best location for getting repairs done quickly. This is why New Flyer requests your approval to provide BTD with spare parts and tools required to complete warranty repairs, and whenever possible, to complete these repairs in the property's shop space.

Approved.

Page 55/Section 6.9

New Flyer requests your approval to cover towing costs for 1-year/50,000 miles (whichever occurs first). This is in-line with the base bus warranty period.

Approved.

Page 55/Section 6.9

Here at New Flyer we want BTD to get the best value and service out of your buses. With this goal in mind, New Flyer requests approval to reimburse BTD for defective parts and for parts that must be replaced to correct the defect for the duration of the base bus warranty period.

Parts will be reimbursed at the current published price plus applicable taxes. Handling costs will be reimbursed up to a maximum of \$100 per claim.

Approved.

Section 7 Technical Specifications

Page 61/Section 2.4.3

New Flyers Request: New Flyer requests approval for all sidewall panels utilized from the window line down shall be easily removable in sections not more than 12.5' (150.16 inches) in length within 30 minutes. All exterior panels are to be non-corrosive composite material. Steel and aluminum exterior panels are not desired.

Approved.

Page 63/Section 6

New Flyer requests approval to provide the Allison B400R transmission. This is designed for a heavier duty cycle and which is used on New Flyer' heavy duty 35'/40' transit buses.

Approved.

Page 64/Section 7.1

New Flyer requests approval to supply OEM provided engine/transmission drain plugs/filters. New Flyer will propose alternate drain plug and filter as an option.

Approved.

Page 65/Section 10.3

New Flyer requests approval to use a two piece (front and rear) fabricated fiberglass panel. This is integral to the Xcelsior bus design.

Approved.

Page 66/Section 15

New Flyer requests approval to provide a momentary/maintained three position switch. When positioned on raise the switch is in the maintained position, when positioned on lower the switch is in the momentary position. When kneeling the switch must be held in the lower position. This switch is located on the right side of the instrument panel.

Approved.

Page 66/Section 16

New Flyer requests approval to provide four rear Firestone Rolling Lobe air springs. This is integral to the Xcelsior bus design.

Approved.

Page 69/Section 21.1

New Flyer requests approval to use Knorr SN7 Disc brakes on the front and rear axles.

BTD shall not accept Disc Brakes, Drum Brakes only for BTD.

Page 69/Section 23

New Flyer requests approval to provide the Vapor medium slide glide exit door with a clear opening of 30.3 inches. Alternately, we could provide the wide slide glide exit door with a clear opening of 40.7" however this would result in the loss of one seating position. Please confirm which door size is preferred.

BTD shall approve the clear opening of 30.3 inches on the exit door.

Page 69/Section 23

New Flyer requests approval to provide a 5 position Vapor door controller.

CARTS will require the (3) position controller.

Page 70/Section 26

New Flyer requests approval to provide a Vansco Multiplexing system with the following benefits:

- Vansco modules are auto-programming making it very easy to replace or add multiplexing modules
- Vansco Multiplexing system uses a single type of module minimizing required inventory
- Outputs on our system can drive loads up to 10 amps and are electronically self-protected. This reduces the number of fuses or breakers required.
- Vansco Multiplexing module has an IP rating of 66.
- Vansco Multiplexing module has a operating temperature range of -40F to 185F.

Approved.

Page 71/Section 27.1.1 & 27.1.3

New Flyer requests approval to provide a polyethylene battery tray supported by a stainless steel sub-frame, the enclosure is also polyethylene. This design is corrosion resistant, light weight and has proven to be extremely robust. Please note that the batteries are supported by structural stainless-steel U-channels. Sized to provide the correct support for 2 8d batteries.

Approved.

Page 71/Section 27.1.1

New Flyer requests approval to provide batteries located at the rear of the rear axle, on the curb side of the bus.

Approved.

Page 71/Section 27.1.2

New Flyer requests approval to supply a jumper power cable in the fuse box which links the disconnect switch to the main 24V busbar. A power cable feeds the starter from main 24V busbar.

New Flyer provides this configuration to minimize the amount of electrical connections that would be stacked on the 24V load side of the disconnect switch.

Approved.

Page 73/Section 30.5

New Flyer requests approval to supply a driver's storage box made of aluminum sheet per ASTM B209 grade 5052-H32 per SAE J454.

Approved.

Page 74/Section 34

New Flyer requests to clarify a slanted 2-piece windshield plus destination sign to complement BRT body appearance is acceptable.

Approved.

Page 74/Section 37

New Flyer requests approval to provide a roof-mounted Thermo King IntelligAIRE III HVAC units

Approved.

Page 74/Section 37

New Flyer requests clarification that two floor heaters, one at each side (CS and SS) of the bus near exit door will be acceptable.

Approved.

Page 75/Section 37.1

New Flyer requests approval to provide defroster controls that are located on the left side of the instrument panel in easy reach of the driver. See attached approval drawing 422841, sheet 2 of 4, zone B7 for further information.

Note: cold air is provided to the driver's area through an overhead vent. Also, New Flyers proposal would be based on providing a driver's heater and not a driver's air conditioner.

Approved.

Page 79/Section 41.6

New Flyer requests approval to supply power through a Vansco multiplex output that controls the supply of power to all service lights, the lights aren't supplied power from individual multiplexing outputs that latch on. The lights are provided with maintained switches.

Approved.

Page 79/Section 42.2

New Flyer requests approval to supply passenger LED compartment lighting system from TCB.

Approved.

Page 80/Section 43

Please clarify if New Flyer is required to supply pre-wire for Diamond model SV Farebox.

BTD requests that New Flyer supply pre-wire for Diamond Farebox. (Note: Farebox is to be installed by the bus manufacturer as well.)

Page 82/Section 47

New Flyer requests approval to supply an air dump valve incorporating a black handle.

Approved.

Page 82/Section 48.1

New Flyer request approval to provide New Flyer's patented self contained, modular Flip Type ramp that is stored in a stainless steel box mounted into the floor of the bus. The non-skid, 3/16 inch thick aluminum ramp platform has a clear width of 32.25 inches, a length of 47.6 inches and is rated at 660 lbs. with a deployment angle ratio of 1:7. The ramp exceeds ADA requirements.

Approved.

Page 82/Section 48.2

New Flyer requests approval for wheelchair positions and securement; one aft of the curbside and one aft of the roadside front wheelhouses, to be consistent with BTD's conceptual preferred floor plan.

Approved.

Page 61/Section 2.4.4

New Flyer requests all training be priced separately from the bus price showing pricing and number of hours for individual courses. This will allow the Procuring Agency flexibility to select which courses and in what quantities are required based on their operation and provide accurate costing regardless of number of buses in the base order, and any subsequent orders.

Approved.

Section 3 General Contractual Provisions

Page 42/Section 3.14

The Contractor will, to the extent permitted by law (1) protect, indemnify and save BTD and its officers, employees and agents, including consultants, harmless from and against any and all **proven third party** liabilities, damages, ~~claims, demands, liens, encumbrances,~~ judgments, awards, losses, costs, expenses, ~~and arising from~~ suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by BTD and its officers, employees and agents, including consultants, in the defense, ~~settlement or satisfaction~~ thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor **in the performance of this contract**, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers.; and (2) ~~upon receipt of notice and if given authority, will settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against BTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage.~~ Each party will promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. ~~The Contractor will have sole charge and direction of the defense of such suit, action or proceeding. BTD will not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. BTD will at the request of the Contractor furnish to the Contractor all reasonable assistance that may be~~

~~necessary for the purpose of defending such suit, action or proceeding, and will be repaid all reasonable costs incurred in doing so. BTD will have the right to be represented therein by advisory council of its own selection at its own expense.~~

The obligations of the Contractor under the above paragraph will not extend to circumstances where the injury, or death, or damages is caused ~~solely~~ by the negligent acts, errors or omissions of BTD, its officers, employees, ...

Not approved.

Page 37/Section 3.1

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between BTD and FTA that funds any part of this Contract, as the may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Approved.

Page 38/Section 3.5

ADD the following language bolded: If price adjustment is indicated, either upward or downward, it shall be negotiated between BTD and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date **(including changes to the cost of materials as a result of a termination or amendment to the North American Free Trade Agreement and associated regulations and policies)**. Such price adjustment may be audited, where required.

Not approved.

Page N/A

RFP Language: See New Flyers Request for changes to the RFP Language. New Flyer requests **bold** words to be added.

New Flyers Request: **"All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Contractor; provided however, BTD shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the buses.**

Not approved.

Page N/A

RFP Language: See New Flyers Request for changes to the RFP Language. New Flyer requests **bold** words to be added.

New Flyers Request: **Title to the bus shall pass to BTD upon acceptance of the bus by BTD.**

Approved.