

ADDENDUM No. 1

IFB No.V-1208A – Design, Build, Operate and Maintain a new ‘turnkey’ CNG Fueling Station.

Date: December 17, 2014

To Prospective Bidders:

The purpose of this addendum is to answer questions, and make revisions in the above-referenced Invitation for Bids (IFB) wherein following answers to questions and revisions (in red) are hereby incorporated and made part of the IFB.

All other provisions and requirements as originally set forth, except as amended by previous addendum, remain in full force and are binding.

It is required that this addendum **must** be acknowledged with your bid submittal. Failure to do so will indicate that you are not bidding to the updated information, and your bid may be deemed non-responsive and therefore disqualified.

Clarification questions related to this addendum shall be submitted in writing to najeem.ahmad@transdev.com, by close of business December 22, 2014.

Revisions to the IFB

1. Revision to page 4

1.18 NICE Bus

Transdev Services, Inc. a contractor to the County of Nassau and doing business as Nassau Inter-County Express (NICE Bus) and all affiliates of Transdev Services, Inc. including any parent, subsidiary, or entity under common control of Transdev North America, Inc. or an affiliate.

2. Revision to DBE Requirements

IB 7. DBE REQUIREMENTS

The DBE Goal for this Contract is 2.4% of the total Contract Price. Please review the DBE provisions given in Section 5 of this IFB for details. The goal applies to any change order or modifications to the contract. Bidders shall complete and submit required DBE form(s) given in Section 10 of this IFB with their bid.

3. Revision in Schedule of Procurement

IB 2. SCHEDULE FOR THE PROCUREMENT

The following is the schedule for this IFB:

Bid Release Date	September 30, 2014
Pre Bid conference	October 23, 2014 at 10:00am EST
Questions Due Date	November 17, 2014 close of business
Step-One Technical Proposals Due Date	January 20, 2015 at 2:00pm EST
Step-Two Price Bids Due Date	TBD
Step-Two Price Bid Public Opening Date and Time	TBD
Contract Award	May 2015
Project completion	May 2017

4. Revision to page 21

GC 9. INDEMNIFICATION / INSURANCE – Revised

The Contractor shall be indemnify and hold NICE Bus, Transdev, Nassau County, and the contractors, and the officers, directors, employees, contractors, and agents of each, harmless against any claim, action or proceeding, arising from the acts or omissions of the Contractor, its agents, subcontractors or employees in performance of this Agreement. This obligation shall include reasonable defense costs and legal fees. This obligation shall not extend to those claims arising from the gross negligence of NICE Bus, Transdev, Nassau County, their contractors, and the officers, directors, employees, contractors and agents of each.

The Contractor shall maintain during the entire period of performance hereunder the insurance coverage set forth in Section 1 of the Special Provisions. See Section 4 of this IFB.

5. Revision to page 21

GC 11. WARRANTY AGAINST INFRINGEMENT AND INTELLECTUAL PROPERTY RIGHTS – Revised

11.1 The Contractor agrees to defend, indemnify and hold NICE Bus and Nassau County harmless against all claims, suits or proceedings arising from the alleged infringement of any copyright, patent, trademark or other intangible property right in Work performed by the Contractor and pursuant to this Contract to the extent that NICE Bus does not alter, modify, reverse engineer, or reappropriate intellectual property in violation of any license. The Contractor shall procure such licenses as required to perform Work under this Contract.

NICE Bus will give prompt notice to the Contractor of any suit or proceeding against it and will provide reasonable assistance to enable the Contractor to defend such actions.

6. Revision to page 23 and 24

GC 16. CONFIDENTIALITY

The Contractor, its officers, agents, employees and subcontractors shall not, either during or after the term of this Contract, disclose to any third party, any information relative to the business of NICE Bus or NICE obtained while rendering such services, without the written consent of NICE Bus. This obligation shall not extend to information which is (1) publicly known at the time of disclosure; (2) obtained by sources other than NICE Bus, its agents and contractors, or any source Contractor should reasonably expect to be bound by similar confidentiality provisions; and (3) required to be disclosed by a bona fide administrative or judicial proceeding, in which case Contractor shall immediately notify NICE Bus of the need for such disclosure.

GC 17. TERMINATION FOR CONVENIENCE

17.1 NICE Bus shall have the right to terminate the Contract in whole or in part at any time for any reason, by giving the Contractor twenty (20) days written notice to such effect, which notice shall specify the termination date. ~~Upon any such termination, the Contractor shall waive any associated claims for damages, including loss of anticipated profits. As the sole right and remedy of the Contractor, NICE Bus shall pay the Contractor in accordance with this section. Payment in accordance with this section shall be the exclusive remedy of the Contractor in the event of a termination for convenience.~~ Those provisions of the Contract which by their nature continue beyond final acceptance under the Contract shall remain in full force and effect after such termination.

17.2 Upon receipt of any such notice from NICE Bus unless the notice provides otherwise, the Contractor and all its subcontractors and suppliers shall:

- a. Immediately discontinue Work which can be discontinued without creating a hazardous condition, on the date and to the extent specified in the notice;
- b. Cancel all outstanding commitments for materials, equipment, and apparatus which may be canceled without undue cost. The Contractor shall notify NICE Bus of any commitment which cannot be canceled without undue cost and NICE Bus shall have the right to accept delivery or to reject delivery and pay the agreed upon costs;
- c. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated or as may be required by Item "a" above;

- d. Assist NICE Bus, as specifically requested in writing, in the maintenance and protection of the property used for the Work under the Contract.
- e. Subject to compliance with the foregoing and any other applicable provision of the Contract, the Contractor shall submit a statement for termination costs which may include the following:
 - i. All amounts due, including retentions, and not previously paid to the Contractor for Work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice;
 - ii. The reasonable costs incurred pursuant to Subparagraphs 17.2a through d above;
 - iii. Any other reasonable costs, including demobilization costs, incidental to such termination of Work.
 - iv. Profit for all Work satisfactorily performed and accepted by NICE Bus.

No claim for anticipated profits or special damages shall be permitted or paid under a termination for convenience.

17.3 If requested by NICE Bus, the Contractor shall immediately assign those subcontracts, which NICE Bus designates, to NICE Bus.

17.4 The Contractor shall submit to NICE Bus a statement for the aforesaid costs and amounts shall include such reasonable details as NICE Bus shall request, and shall be submitted within sixty (60) days after such date of termination. NICE Bus, subject to verification thereof, shall remit such amount. NICE Bus shall not be liable to the Contractor for any damages to the Contractor resulting from such termination or for loss of anticipated profits with respect to the remainder of the Work.

7. Revised Insurance Requirements

GENERAL REQUIREMENTS

All required policies shall be issued by an insurer that is licensed to do business in the state where the project is located. All policies shall be issued by an insurer that has an A.M. Best rating of not less than "A" and Financial Strength "X"

All required policies shall contain a waiver of subrogation in favor of the Transdev and the Funding Entity. ~~and any designated agent or representative of Transdev~~

All policies, except Workers Compensation and Contractors Equipment, shall name Transdev and the Funding Entity the officers, agents, employees, and volunteers of Transdev and the Funding Entity, individually and collectively *and any subcontractor or agent of Contractor engaged in any work under this Agreement as additional insured's*. the form of the additional insured endorsement shall include coverage for both ongoing and completed operations. All required policies, **where available**, shall be primary and non-contributory over any insurance maintained by the Transdev and the Funding Entity. This can be provided using a single endorsement or a combination of endorsements.

CANCELLATION / NOTIFICATION PROVISIONS

Transdev shall receive at least thirty (30) days prior written notice of any material change, potential exhaustion of aggregate limits, non-renewal, or cancellation of any policies listed below.

EVIDENCE OF INSURANCE

As evidence of insurance Contractor shall furnish certificates of insurance to Transdev within five (5) days of the date of any Notice to Proceed. The certificates will specify all of the parties who are additional insureds as required by Transdev. The insurance coverages required under this contract shall be obtained from insurers meeting the requirements as stipulated in the General Requirements section. The Contractor shall be financially responsible for all deductibles or self-insured retentions.

EQUIPMENT AND MATERIALS

The Contractor shall be responsible for any loss, damage or destruction of its own property and shall require all subcontractor's to provide evidence of contractor's equipment floater covering their own equipment, and materials used in conjunction with this work.

SUBCONTRACTORS

The Contractor shall require all subcontractors to provide and maintain general liability, excess liability, automobile liability and workers' compensation insurance, as necessary for work being performed, identical to that required of the Contractor. The Contractor shall require certificates of insurance from all subcontractors as evidence of coverage. The Contractor will be the responsible party for any and all claims by subcontractor if subcontractor fails to have appropriate insurance. The Contractor shall require each subcontractor to name Transdev and the Funding Agency, their officers, agents, employees, and volunteers,; individually and collective as additional insured's on all policies except Workers Compensation. All General

Requirements, Cancellation Provisions, and Evidence of Insurance Provisions specified above shall also apply to each subcontractor.

CONTRACTOR'S INSURANCE REQUIREMENTS

(1) General Liability

The Contractor shall purchase from and maintain with a company or companies lawfully authorized to do business in the State of New York such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (and any applicable completed operations period specified in the contract):

Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, to include:

- a) Bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- b) personal injury liability;
- c) Damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- d) Bodily injury or property damage arising out of completed operations to be maintained for [2] years following final payment; and
- e) Contractual liability insurance applicable to the Contractor's obligations under this contract.

(2) Automobile Liability

The Contractor shall obtain, at Contractor's expense, and maintain in effect during the term of the contract auto liability insurance including owned, hired and non-owned coverage in limits of \$1,000,000 combined single limit for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

(3) Worker's Compensation

The Contractor, and its subcontractors, if any, shall provide Workers' Compensation coverage that satisfies the laws of the State of New York. This shall include Employers Liability insurance with coverage limits not less than \$ 1,000,000. The policy shall apply to claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed and claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.

(4) Excess Liability

The Contractor shall be required to furnish umbrella or excess coverage, which provides excess limits over the General Liability, Automobile Liability and Employers Liability in an amount \$10,000,000 per occurrence and \$10,000,000 aggregate limit.

(5) Contractors Equipment

The Contractor shall be responsible for any loss, damage or destruction of its own property, equipment, and materials used in conjunction with this work.

The Contractor will purchase at Contractor's sole cost and expense such policy to cover contractor's owned property. The Contractor will be responsible for any deductibles or self-insured retentions associated with such policy. The Contractor will provide waiver of subrogation to Transdev.

If the Contractor self-insures owned property then the Contractor acknowledges full responsibility for all owned property **and shall indemnify and hold harmless Nassau County, NICE Bus, and Transdev from any loss incurred arising from Contractor's acts or omissions in regard to this property.**~~indemnifies Transdev against any loss incurred.~~

(6) Contractors Pollution Liability

Policy shall provide coverage for liability caused by pollution conditions arising out of the operations of the Contractor.

- a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- d) Minimum Limits of Liability \$10,000,000 per loss/\$10,000,000 annual aggregate

If the contractor is using subcontractors the policy must include work performed "by or on behalf" of the insured.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract and continuous coverage will be maintained or an extended reporting period will

be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Coverage shall apply to sudden and non-sudden pollution conditions including discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.

(7) Professional Liability

The contractor shall provide Professional Liability Insurance with minimum limits of \$10,000,000. ~~Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions related to pollutants)~~

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

(8) Builders Risk

The Contractor shall provide throughout contract Builders Risk/Construction All Risk Insurance for contracted “Jobsite” including structure and materials on site or in transit or stored at an off-site location with a minimum limit of \$10,000,000.

8. Revision to page 33

paid as \$11,450.56 per fleet of 200 buses, for each calendar day that expires after the project final acceptance date specified in Section IP 2.

It is expressly understood that this provision for the assessment of liquidated damages is not intended to be nor shall it be related as either a partial or fund waiver or discharge of the Contractor's obligation to perform, or to any other remedy permitted by Contract at law, or in equity.

NICE Bus shall have the right to setoff such liquidated damages assessments from any monies due or which may thereafter become due to the Contractor under this Contract; and, in case the amount which may become due hereunder shall be less than the amount of liquidated damages due NICE Bus the Contractor shall pay the difference on demand by NICE Bus. Continued failure by the contractor to perform the services herein may be the cause for default under this contract.

9. Revision to page 171

29.2 Supplies

The Contractor shall provide all required maintenance parts and supplies including wear and tear items such as parts-belts, hoses, nozzles, lubricants, filters required for performing routine and non-routine O&M services for all NICE Bus CNG Stations, under this contract. By submitting a bid in response to this IFB, Contractor has considered all the costs associated with such parts and supplies required for performing O&M services under the resulting contract, and Contractor has included such costs in its bid.

Under emergency circumstances, the Contractor shall be responsible to provide CNG Station parts and/or supplies, unless otherwise directed by NICE Bus Project Manager or his designee, required for emergency repairs of all NICE Bus CNG Station equipment (i.e., NICE Bus existing CNG Station at Mitchel Field and Rockville Centre, and the new CNG Station to be built under this contract at Mitchel Field). All periodic instruction forms, maintenance repair forms, and log books work orders, will be furnished by NICE Bus. All necessary tools required to perform this contract are the contractor's responsibility. NICE Bus's man-lift will be available to the contractor for use in the NICE Bus CNG Station fueling island and to aide in gas and fire detection calibration. The Contractor shall notify and coordinate with the NICE Bus Project Manager or his designee to use the man-lift, in advance of any need for use.

Add the following to 29.2 Supplies in page 171

Parts out of routine and non-routine operational and maintenance services:

The Contractor shall provide a quotation or proposal for all parts, supplies, equipment or components, which are not covered under O&M services, to the NICE Bus Project Manager or his designee. NICE Bus will review and evaluate the quotation or proposal for price reasonableness and at its sole discretion will elect whether to negotiate and/or accept the quotation or proposal or provide it to the Contractor. The Contractor will be required to submit sufficient cost data including profit/fee information, as determined by NICE Bus, to permit NICE Bus to analyze the proposed costs and prices for reasonableness.

10. Revision to page 197

hours a day seven days a week within a 2-hour response time. Repair completions will be made within 24 hours of such response with the exception for extraordinary part requirements. In such an event, the Contractor shall coordinate the allowable time with NICE Bus Project Manager or his designee for the completion of such repair shall be extended until NICE Bus procures the

~~necessary parts. There shall be no additional charge for such services, unless otherwise specifically excluded.~~ The contractor shall respond to unlimited emergency calls. NICE Bus shall charge the Contractor a penalty of \$500 per day or a fraction thereof for which the Contractor fails to provide technicians on the premises as required under this contract, including emergency responses.

All other components of the Fast-Fill CNG Station, including Skids 1-4 and all other subsystems (and the entire Time-Fill CNG Station), must be serviced by the Contractor as part of this contract at no additional charge including any ~~when~~ emergency service when is required, as outlined in this contract.

11. Revision to page 198 and 217

from NICE Bus Project Manager for performing any major equipment repairs. ~~Initial Equipment Inspection~~

~~The contractor shall make a comprehensive, on-site system and equipment operational inspection after contract is awarded. A detailed list of any equipment or component which may be malfunctioning and would not be accepted for initial coverage under this plan will be compiled. This list shall include the part number, manufacturer, description of the specific malfunction encountered, an itemized cost for repair inclusive of all labor and material. These costs shall be included as part of the contract as a one-time, nonrecurring initial charge. This initial itemized cost shall include both a breakdown of parts and labor. Contractor is to identify their "markup" of parts for the initial inspection and throughout the contract term. NICE Bus may elect to supply parts throughout the contract term, thereby obligating the contractor to perform all labor at the monthly service fee. The initial repair shall be a one-time charge on labor. The service contract is to represent coverage of all equipment and systems as specified without exclusion.~~

Initial Inspection of the existing CNG Stations' equipment:

As part of the O&M services, upon award of the Contract, the Contractor shall perform a comprehensive inspection of the existing CNG Stations at Mitchel Field and Rockville Centre to identify any faulty or malfunctioning equipment or component that may require a replacement or repair. The Contractor shall provide a detailed list of any such equipment or component that needs replacement or repair to NICE Bus Project Manager or his designee. The list of such faulty or malfunctioning equipment or component shall include at a minimum the part number, manufacturer name, and description of the specific fault or malfunction encountered. The Contractor shall perform all labor-related work associated with the repair and/or replacement of such equipment or component as part of this Contract at no additional cost. That being said, the Contractor shall provide a quotation or proposal only for the identified faulty or malfunctioning equipment or component to NICE Bus Project Manager or his designee. NICE Bus will review and evaluate the quotation or proposal for price reasonableness and at its sole discretion will

elect whether to negotiate and/or accept the quotation or proposal for the equipment or component or provide it otherwise. The Contractor will be required to submit sufficient cost data including profit/fee information, as determined by NICE Bus, to permit NICE Bus to analyze the proposed costs and price(s) for reasonableness.

12.Revision to page 216

NICE Bus parts ordering form shall be used when requesting all parts. They shall be filled out completely with as much information as possible.

13.Revision to page 217

b. General Terms and Conditions

i. O&M Service Term for the existing CNG Station at Rockville Centre. Mitchel field

Operation and Maintenance of existing CNG Station at Rockville Centre shall for three (3) years with two (2) single year options. Mitchel Field shall be till commencement of decommissioning and removal of the CNG Station equipment.

14.Revision to page 226

Add the following to the list of equipment for Mitchel Field in Page 226 – Appendix 1.

Gemini Skid/Ancillary Equipment and 4KV Switchgear.

15.Revision to page 219 – Exhibit A

As part of this Contract, the Contractor shall provide NICE Bus with comprehensive repair, operation and maintenance services including all preventative, routine repairs and maintenance per the manufacturer requirements and schedules, for the new CNG Station, and NICE Bus existing CNG Stations. The Contractor shall provide 24/7 on-call services for emergency and nonroutine repair, operation and maintenance. *Non-routine repairs, operation and maintenance parts and materials, upgrades, equipment rebuilds and major overhauls are not included in the Repair, Operation and Maintenance and shall be billed to Nice Bus separately.*

Questions and Answers

1. Questions and Answers recorded at the Pre-bid Conference

Question 1: Is this design a MATRIX or CASCADE type design?

Answer 1: MATRIX

Question2: For ‘Gas Piping’, will your O/H configuration permit a Truss arrangement?

Answer 2: Yes, the Contractor can use a Truss arrangement for ‘Gas Piping’ from equipment to the dispensers.

Question 3: How many buses can be filled today at MF?

Answer 3: Currently 200 buses are filled at MF.

Question 4: Do you plan to keep-in-place/use the existing E.J. Ward Fuel Monitoring System?

Answer 4: Yes, however it is not presently in full use and may not be fully utilized after new CNG Station is in place.

Question 5: There is a 12% DBE Goal for Capital & Maintenance portions of this Contract. Can you see if the 12% Goal could be applied to just the Capital portion of the Contract?

Answer 5: Please see addendum no. 1.

Question 6: Is the entire parcel of land, including the LIRR spur, included in this project? I.e., do we remove the existing railings and support the disturbed ground underneath it?

Answer 6: Yes, the rails, ties and ballast, or rocks, should be removed without disturbing the ground, dirt, underneath the rocks.

Question 7: When locating new compressors on land that formerly held the LIRR spurs – is there any contaminated soil there?

Answer 7: The Contractor must remove the rails, ballast, loose & compacted soils & fill. The Contractor is responsible to remediate any contaminated soils, if found.

Question 8: Has there been any geo-technical investigation for the Station? If not, will you consider a geo-technical study or evaluation?

Answer 8: No. NICE Bus has not conducted any geo-technical investigation at Mitchel Field. The Contractor shall consider such requirement, if deemed necessary based on the Contractor’s design, in its bid.

Question 9: What are your time-fill requirements? Can we get specifications on the dispenser equipment? What are your performance standards?

Answer 9: Please review Section 6 – Technical Specification.

2. Questions received in writing by the Questions Due Date

Question 10: Page 20, item 3.f. – Please clarify what type of references is needed for this item.

Answer: References for the item under question shall contain at minimum a contact information in form of manufacturer representative’s name, telephone number, email address, project description, delivery, location, and value.

Question 11: Page 33 GC 20. Will NICE Bus allow MSDS sheets to be submitted after award?

Answer: Yes.

Question 12: We respectfully request that NICE Bus consider clarifying the nature of the O&M or R&M in the bid document. The service level requirement appears to be described in different ways. Is the intent to solicit maintenance as described in section TS29.1: “The Contractor shall provide 100% CNG fueling station O&M including all labor, consumables, repair, rebuild and replacement costs for all NICE Bus CNG stations including existing stations and the new station.” Or is the intent more accurately reflected in Exhibit A: “Non-routine repair, operation and maintenance parts and materials, upgrades, equipment rebuilds and major overhauls are not included in the Repair, Operation and Maintenance and shall be billed to NICE Bus separately”?

Answer: Please see addendum no. 1

Question 13: We respectfully request that NICE Bus consider clarifying in section TS29.2 whether the Contractor will provide for the costs of all parts.

Answer: Please see addendum no. 1.

Question 14: We respectfully request that NICE Bus consider clarifying in section TS29.2 whether these items are billable if used. Please see “Contractor shall provide maintenance supplies such as parts, lubricants, filter required for performing O&M services for all NICE Bus CNG stations...”

Answer: Please see addendum no. 1.

Question 15: We respectfully request that NICE Bus consider clarifying in section TS29.3D whether the Contractor is responsible for the costs of remediation and for providing the proper chain of custody manifests back to NICE Bus as the generator of CNG dryer condensate.

Answer: NICE Bus will only be responsible for the waste removal/disposal, as a result of routine and/or non-routine maintenance, from NICE Bus property. The Contractor

will be responsible to collect all waste material as part of its routine and/or non-routine maintenance and coordinate with NICE Bus Project Manager to contact the NICE Bus' waste Contractor for proper routine waste disposal.

The Contractor will be responsible for all costs that occurred as a result of Contractor's negligence for responsibly collecting the waste material such as waste oil spills or similar acts, and the Contractor is responsible for providing proper chain of custody manifest.

Question 16: We respectfully request that NICE Bus consider clarifying in section TS29.5.1.3 subsection 2.6 whether the Contractor will cover the cost of desiccant for the dryers. Please see p. 186.

Answer: The Contractor shall cover the costs (labor and material) of desiccant replacement for the dryers.

Question 17: We respectfully request that NICE Bus consider clarifying the note at the end of Section TS29.5.1.3. Are the Electric Utility Penalties for the Contractor only contingent upon deemed deficiencies in Contractor Maintenance? What is the actual monetary value of the utility penalty per month? Please see p. 195.

Answer: Yes. The Electric Utility Penalties for the Contractor, deemed by NICE Bus Project Manager or his designee, are based on Contractor's poor maintenance performance. During the peak summer time (June 1st through September 30th) should the existing Skid "D" be placed out of services, Contractor shall pay a penalty of \$57.25/bus/calendar day (including weekends and holidays).

Question 19: We respectfully request that NICE Bus consider clarifying section TS29.5.1.4 subsection 3.1.1 regarding whether the Contractor is required to re-certify the DOT vessels, and whether it is a billable cost or included in the contract price. Please see p. 199.

Answer: Yes. The Contractor will be responsible for hydrostatic testing every five years of service. Testing shall be performed in the month of February. Cost shall be included in the bid schedule.

Question 20: We respectfully request that NICE Bus consider clarifying section TS29.5.1.5 subsection 1.0 regarding the services intended in the description below. "There shall be no additional charge for such service unless otherwise specifically excluded." Please see p. 205.

Answer: Bidders shall provide a firm fixed hourly labor rate for non-routine/non-scheduled services in its bid. The Contractor will be required to bill for any such service(s) when and if required based on its bid. Please see addendum no. 1

Question 21: We respectfully request that NICE Bus consider clarifying section TS29.5.1.5 subsection 1.0 where it states that there will be no charge for emergency services. Please see p. 205. Does this contradict Exhibit A and Exhibit B Bid Schedule?

Answer: Bidder shall bid a firm fixed hourly labor rate for any emergency services – when and if required as given in Appendix B – Bid Schedule. Please see addendum no. 1.

Question 22: We respectfully request that NICE Bus consider clarifying the meaning section TS29.5.1.5 subsection 1(a)(iii) in terms of the intended structure of the O&M or R&M. Please see p. 205.

Answer: Please see addendum no. 1

Question 23: We respectfully request that NICE Bus consider clarifying the nature of the “mark-up” on parts described in section TS29.5.1.5 subsection 1(a)(iii). Please see p. 206. Are the Contractor procured parts billable to NICE Bus at a plus mark-up cost?

Answer: Please see addendum no. 1 – Revision to page 171.

Question 24: We respectfully request that NICE Bus consider clarifying the same section regarding the following questions:

(a) Why the Contractor would not be obligated to perform the repair at the monthly service fee if the Contractor purchased the parts?

Answer: Please see addendum no.1

(b) Why would the purchase of parts by the contractor negate any billable labor classified as non-routine or emergency under this contract? Please see p. 206.

Answer: Please see addendum no. 1

Question 25: We respectfully request that NICE Bus consider clarifying section TS29.6.3 subsection 3.0 what is intended regarding dryer regeneration and hazardous waste storage/removal. Please see p. 216.

Answer: This would involve the collection of all hazardous waste, primarily liquid, generated by the regeneration of the natural gas dryer and preparing it for proper disposal.

Question 26: We respectfully request that NICE Bus consider clarifying section TS29.6.3 subsection 9.3.1 regarding whether the maintenance of dispenser canopy dry chemicals is included in Contractor’s responsibilities. Please see p. 220.

Answer: Yes.

Question 27: We respectfully request that NICE Bus consider clarifying section TS29.6.3 subsection 15.0 regarding whether the Contractor would incur the cost of Electrical Maintenance, specifically maintenance of medium voltage equipment. Please see p. 222.

Answer: Yes. The Contractor shall be responsible for Operation and Maintenance of NICE Bus' existing CNG Stations and the new CNG Station.

Question 28: We respectfully request that NICE Bus consider clarifying section TS29.6.4 subsection 1.0 regarding whether NICE intends to procure parts. Please see p. 224.

Answer: Please see addendum no. 1

Question 29: We respectfully request that NICE Bus consider modifying the description in section TS29.6.4 subsection 1.0(b)(i) which names Mitchel Field twice (we believe it is intended to be Rockville Centre). Please see p. 225.

Answer: Please see addendum no. 1

Question 30: We respectfully request that NICE Bus consider clarifying the same section, describing the mark-up of parts for the full contract term. Is the intent for parts to be billable back to NICE Bus? Please see p. 225.

Answer: Please see addendum no. 1

Question 31: We respectfully request that NICE Bus consider modifying Appendix B, Bid Schedule in which the labor rate years are stated (we believe it is intended to be year 1, 2, 3 for each category). Please see p. 299.

Answer: Please see addendum no. 1

Question 32: We respectfully request that NICE Bus consider adding the Gemini Skid/Ancillary Equipment and 4KV Switchgear to the list of equipment on p. 226.

Answer: Please see addendum no. 1

Question 33: Does NICE Bus have the funds in place to proceed with this entire project? If no, how does NICE Bus plan to obtain additional capital?

Answer: Yes.

Question 34: We respectfully ask for clarification as to who is responsible for any contaminated soil encountered?

Answer: The Contractor shall be responsible for all work related to designing and building the new ‘turnkey’ CNG Station at Mitchel Field including any contaminated soil encountered.

Question 35: Will NICE Bus entertain alternate or value-engineered solutions?

Answer: All bidders must submit bids that meet the IFB requirements: Bidders can also submit alternate or value-engineered solutions.

Question 36: Can NICE Bus please clarify the discussion from the pre-bid meeting regarding the preferred (from TS 5.9.2 - Control Logic)? The arrangement does not appear to be a “matrix” panel (one compressor per dispenser).

Answer: Please review the referenced section in the IFB document.

Question 37: We respectfully request documentation on the existing dispensers with respect to purchase date and useful life of the equipment.

Answer: ANGI Dispenser Model number D-T-36-1-2 purchased approximately on Feb of 2008. NICE Bus deems the useful life of these dispensers is for 10 years.

Question 38: Page 99 TS 1.1, item 1 – Please provide information on the type and version of the control boards inside the ANGI dispensers that are to be re-used.

Answer: Main board Series II interface; Serial # MV06.07.03/24; Revision # M; Part no. 403-07263.

Question 40: Page 101, Item TS 1.2 G – Please clarify that if contaminated soils are found that a change order will be issued to cover the cost of remediation and will allow an extension of time, if necessary.

Answer: The Contractor shall be responsible for all work related to designing and building the new ‘turnkey’ CNG Station at Mitchel Field including the removal and disposition of any contaminated soil encountered.

Question 41: Please confirm that if the soils are found to be unable to support the weight of the CNG equipment, a change order will be issued to cover the cost of additional work.

Answer: The Contractor shall be responsible for all work related to designing and building the new ‘turnkey’ CNG Station at Mitchel Field including building soil foundation to support the weight of the new ‘turnkey’ CNG Station.

Question 42: Page 101, Item TS 1.3 – Please provide photos of canopy deterioration in the fueling area

Answer: NICE Bus deems that photos may not provide the actual conditions of the canopy deterioration in the fueling area. For this reason, photos will not be provided. A non-mandatory site tour was held on October 23, 2014.

Question 43: Page 115, TS 3.6 Spare Parts, Will there be any spare parts available from the existing service provider or NICE Bus for the existing stations at Rockville Centre and Mitchell Field?

Answer: No.

Question 44: Page 122, TS 5.3 Compressors. Compressor packages are not typically certified by third parties such as MET Labs. Please confirm that NICE Bus requires this and that proposers should include the additional costs for these certifications.

Answer: NICE Bus requires that the compressor packages be certified by a third party as stated in the IFB.

Question 45: Page 128, TS 5.9.1 Station Control System. Control panels are not typically certified by third parties such as MET Labs. Please confirm that NICE Bus requires this and that proposers should include the additional costs for these certifications.

Answer: NICE Bus requires that the station control panels be certified by a third party as stated in the IFB.

Question 46: Page 129. TS 5.9.1 Station Control System. General. Items 3 and 8 require use of or compatibility with GE controls. Will NICE allow bidders to substitute Allen-Bradley hardware and programming? There is no need to maintain compatibility with the GE control system since it is being removed and decommissioned with the other equipment. Allen-Bradley PLCs are commonly used in the CNG industry and well supported.

Answer: The Contractor may use Allen-Bradley PLCs equipment provided that it meets or exceeds the salient characteristics described in the Technical Specifications for Station Control System.

Question 47: Page 131. TS 5.9.5 Remote Communication. Item 1. Please explain what role bidders will have in operating or maintaining the fuel management system.

Answer: The existing fuel management system shall remain functional until its useful life.

Question 48: Page 131. TS 5.9.5 Remote Communication. Item 2. Please confirm that a total of three computers are being required for this project. A desktop and a laptop as described here, plus another laptop as required in Section 5.9.1.8.

Answer: A total of two computers are required for this project i.e. one desktop and one laptop as described in the IFB.

Question 49: Page 138. TS 5.9.17. Fire Detection. Please clarify if fire detection heads are required.

Answer: Based on the original existing CNG Station design, fire detection heads are enclosed in each skid (to comply with applicable codes). The new station, depending on the Contractor’s design characteristics, may alleviate some requirements that may not require detection heads. It is the Contractor’s responsibility to design the new ‘turnkey’ CNG Station to meet all applicable Federal, New York State and Local codes and standards.

Question 50: Page 162. TS 21. Site Work and Restoration. This section requires the bidders to upgrade electrical devices/services to conform to standards of the NEC, NFPA and this specification. Please clarify which items are not currently in compliance, or suspected to not be in compliance.

Answer: The existing CNG Station met the design criteria at the time it was built. The Contractor shall design the new ‘turnkey’ CNG Station based on the current codes and standards and ensure that it is in compliance with applicable Federal, New York State and Local codes and standards.

Question 51: Page 167, 21.15 Boreholes and Soil Sample Testing. If the soil test does not confirm that there is adequate structure to support the CNG equipment, what will be the process for re-engineering the site location and associated costs?

Answer: The Contractor shall be responsible for all work related to designing and building the new ‘turnkey’ CNG Station at Mitchel Field.

Question 52: Page 168 Items 21.18 and 21.19. These sections call for a block wall and a fence around the CNG equipment. Please clarify whether a fence or a wall is required.

Answer: Both wall and fencing is required as described in referenced section 21.18 and 21.19. The wall and fencing shall match the existing architecture.

Question 53: Page 175 TS 26. Training, Operation and Maintenance services will be provided by the successful Bidder. Please confirm the need for training for NICE bus personnel for 8 hours on the Items in B1.

Answer: This is to confirm that a minimum of 8 hour training period is required for NICE Bus personnel.

Question 54: Page 177 TS 28 Warranty. This section requires a two year warranty, while Page 28, Item GC 8 requires a 1 year warranty. Please clarify which is correct.

Answer: The warranty requirements described in TS 28 supersedes warranty requirements in GC 8.

Question 55: Page 178 TS 29.1 This requirement covers all repair, rebuild and replacement costs. Please provide a list of the operating hours for each compressor and engine covered by this procurement. Please provide a list of the rebuild dates for all compressors and engines. If rebuilds are overdue, please state this.

Answer: All existing CNG Station equipment including compressors and prime movers are in good condition and fully operational, and are maintained based on a similar operation and maintenance schedules given in the IFB Appendices.

Question 56: Page 178 TS 29.1 Please clarify what is meant by “replacement costs,” what equipment must be replaced other than what was specified.

Answer: Replacement costs are costs related to Operating and Maintaining NICE Bus’ existing and new ‘turnkey’ CNG Station that include labor and material.

Question 57: Please describe the remote fault notification process at Rockville Centre and the Time-fill at Mitchel Field. How does the equipment send out notifications and do the existing controls allow for remote access and resets?

Answer: The existing stations at Rockville Centre and Mitchel Field utilized telephone lines for remote access which was compromised and has been set out of service. However, the existing stations may have the ability to allow remote access utilizing CAT5 cable and the NICE Bus network. Currently the technicians have a local view of the stations at the instrument control room.

Question 58: Page 178 TS 29.1 If major equipment must be replaced due to poor maintenance practices or catastrophic failure, who will have responsibility for those costs?

Answer: The Contractor is responsible for operation and maintenance of the existing CNG Stations and the new ‘turnkey’ CNG Station. Please see addendum no.1 for Contractor to perform an initial inspection of the existing CNG Stations and identify the faulty or malfunctioning equipment or component of the CNG Stations.

Question 59: Page 180 TS 29.3.B. When was the desiccant last replaced in the dryer at Rockville Centre?

Answer: Our records indicate that the both towers had the desiccants replaced on August 1, 2010.

Question 60: Page 180 TS 29.4. Does the requirement for three technicians mean that at least three people shall be available in a pool of local technicians?

Answer: Yes. A minimum of three (3) qualified technicians are required for operation and maintenance of both the existing CNG Station and the new ‘turnkey’ CNG Station at Mitchel Field.

Question 61: Page 200, Item 4.3.1. Please clarify which spare parts will be supplied by NICE Bus.

Answer: No spare parts will be supplied by NICE Bus.

Question 62: Page 223, Item 29.6.4. This section requires 2 technicians to be assigned to the Rockville Centre project. Please confirm that this requirement means that at least 2 people must be available from a pool of local technicians.

Answer: This is to confirm that a minimum of two (2) qualified technicians are required for operation and maintenance of the existing CNG Station at Rockville Centre.

Question 63: Page 223, Item 29.6.4. This section requires 2 technicians to be assigned to the Rockville Centre project. Are these in addition to the three required for Mitchell Field or can technicians be cross trained to serve both facilities.

Answer: Yes. A minimum of two (2) qualified technicians at Rockville Centre are in addition to the three (3) qualified technicians at Mitchel Field. Please refer to answer no. 60 and 62.

Question 64: Page 225, item b.iii. Please clarify which parts will be supplied by NICE Bus. As this is a low-bid evaluation, it is important for bidders to understand clearly what is to be included in the scope of work and price accordingly.

Answer: No. NICE Bus will not provide any parts and/or supplies needed to perform operation and maintenance of NICE Bus CNG Stations. Please see addendum no. 1.

Question 65: Page 227, Exhibit A. This first sentence states that the contract is for comprehensive repairs. The third sentence states that “Non-routine repairs, operation and maintenance parts and materials, upgrades, equipment rebuilds and major overhauls are not included in the Repair, Operation and Maintenance and shall be billed to Nice Bus separately.”

Answer: Please see addendum no. 1

Question 66: Please confirm if this contract is meant to be all-inclusive or not. Please include a clear statement of which maintenance is covered by this agreement, which is excluded and who is to provide spare parts.

Answer: This is to confirm that O&M services shall be all inclusive i.e., labor and material. Please see addendum no. 1

Question 67: Page 297. Operation and Maintenance Pricing. Please provide monthly fuel consumption data for each of the three sites in this procurement for the previous 24 months.

Answer: NICE Bus has an existing contract with a fuel provider. Therefore, the Contractor is not responsible for supplying the fuel (Natural Gas). Pricing for O&M services shall be a firm fixed price (inclusive of labor and material) as given in Appendix B.

Question 68: Page 297. Operation and Maintenance Pricing. The price sheet does not include a line item for the O&M of the time-fill station at Mitchel Field. Is a monthly price required for that facility?

Answer: Please see addendum no. 1.

Question 69: What does NICE Bus currently pay for O&M services at these facilities?

Answer: This information will not be provided.

Question 70: TS 3 – Fueling Requirements - Please confirm that you are requesting pre-design submittal drawings, post-design/pre-build approval drawings, and final as-built drawings.

Please confirm that you are requesting the submittal drawings and the approval drawings be approved by the customer during the design and build process of the equipment.

Answer: This is to confirm that the Contractor shall provide all the documentation described in the Technical Specifications including design and construction related documents such as all items mentioned in question to NICE Bus Project Manager or his designee for review and acceptance.

Question 71: TS 4 – Performance - Depending upon the ambient conditions, pressure in the vehicle prior to filling, method of vehicle tubing, and cylinder design limitations, it is unlikely 95% fill can be achieved for every fill, especially during the warmer months. Is it assumed this has been true for the past several years of station operation?

Would you consider removing this clause? If not, a chiller may be required to meet the 95% specification.

Answer: Since the average fill will be 60 GGE, the likelihood of heat of compression preventing a 95% fill is very remote.

Question 72: TS 4.1 – Fueling Requirements - Assuming a worst case fill requirement of 12,500 SCF per vehicle and filling four (4) vehicles at a time within 5 minutes using 2500 SCFM compressors, it is anticipated that all four compressors must run to maintain this level of filling. Please confirm this is acceptable.

Answer: It is highly unlikely that there will be four vehicles requiring 12,500 SCF. Additionally, the average fill is 60 GGE.

Question 73: TS 4.4 – Design Conditions - The OPW CT5000 nozzle is rated at 5,000 scfm. The dispensers are rated at 2,500 scfm. Please consider rewording this clause.

Answer: The maximum flow rating for the CT 5000 is 5000 scfm. The actual flow should not exceed this value.

Question 74: TS 5 – Skid Requirements - It is highly unlikely that the engine drive compressors can meet the 80 dBA @ 10 feet noise requirement, even with sound attenuation. It is our experience local codes dictate noise levels at property lines. Please advise the local noise code and approximate distance the compressors will be located from the property line to allow us to check compliance with local codes.

Answer: It is the Contractor’s responsibility to comply with skid requirements given in the IFB.

Question 75: TS 5.2 – Skid & Enclosures - This sections states the complete enclosure must be maintained @ 50°F when the compressor is not operating. Would individual component heaters (engine, compressor oil, control panels etc.) be considered, as they may be more cost effective and efficient?

Do you require internal panic hardware on all enclosure doors?

Answer: The IFB Technical Specifications clearly states the requirements.

Question 77: TS 5.4.2.5 – Engine Emissions - Standard, typical natural gas engine ratings are US EPA NSPS site compliant. Please confirm if this is acceptable in Nassau County, NY. If not, please provide specific emission requirements.

Is any site testing of emissions required at start up? If so, who is responsible for this, and will the local DEP need to witness the test?

Answer: Engine Emissions codes and standards shall meet Federal, New York State and Local codes and standards, whichever is most stringent. The requirements in the document are quite clear on this subject. The Contractor is responsible for site

testing of emissions required at start up. The Contractor shall coordinate the testing with NICE Bus Project Manager or his designee.

Question 78: TS 5.9.1.1 – Station Control System - Typically the dryer and compressors have a PLC and the site PLC controls the valve panel and the lead/lag function. Please confirm this is acceptable

Answer: It is acceptable contingent upon meeting the IFB Technical Specification requirements.

Question 79: TS 5.9.1.4 – Station Control System - Is the successful bidder to supply an HMI/SCADA system?

Answer: Yes.

Question 80: TS 5.9.1-7/8 – Station Control System - Is the successful bidder to supply a desktop workstation and an engineering laptop for HMI/SCADA?

Answer: Yes. A total of two computers are required for this project i.e. one desktop, and one laptop as described in the IFB.

Question 81: TS 5.9.12 PLC - Can you supply more information on the existing GE Fanuc PLC?

Is this PLC to be connected to the SCADA system? If so, would the site PLC still be required to communicate to the GE Fanuc?

Answer: GE Fanuc PLC is model 90/30. Yes, PLC system is connected to the SCADA system in the instrument control room. In the existing station, the PLC communicates to the existing GE Fanuc.

Question 82: TS 6.7 – Dryer - Please confirm the requirement is for a manual, operator initiated regeneration system, not a fully automatic regeneration system. Assuming pipeline quality gas, regeneration of one tower could be required after every 50 million SCF of gas passes through it, which is around 110 hours of compressor operation.

Answer: The IFB Technical Specifications' clearly states the requirements. The dryer shall meet the specifications as described in the IFB document.

Question 83: TS 7 – Storage - Please confirm the length of vessels requested. I do not see an industry vessel rated for 19,500 scf at 5,500 psig (117,000/6=19,500).

Answer: It is our belief that manufacturers such as CP Industries makes an ASME pressure vessel that is 37 feet long by 20 inches in diameter, rated at 5500 psig, containing 19,631 scf. Six of these vessels provide 117,786 scf of storage capacity.

Question 84: In regards to the waiver of subrogation, please specifically define “agents or representatives” so that we may present this to our insurance underwriter(s) for consideration (Section 4, Special Provisions, SP 1. Insurance requirement - Page 33).

Answer: Please see addendum no. 1

Question 85: In regards to the additional insured requirement, we respectfully requests that NICE consider approving the following wording: “any subcontractor or agent of Contractor engaged in any work under this Agreement as additional insureds be deleted since any subcontractor or agent of Contractor would be required to provide its own insurance policies for this project” (Section 4, Special Provisions, SP 1. Insurance Requirement - Page 33).

Answer: This is only required in the event any subcontractor is unable to furnish insurance in the limits required.

Question 86: Primary and non-contributory wording is not available for Worker’s Compensation insurance (policy), Contractors equipment policy, and professional liability or the builders’ risk policy. Would NICE consider deleting this requirement (Section 4, Special Provisions, SP 1. Insurance Requirement - Page 33)?

Answer: The requirement will be deleted as requested on the policies indicated. Please see addendum no. 1

Question 87: We respectfully request that NICE consider deleting “applicable to the Contractor’s obligations under this contract” and revising the paragraph to read as follows: “Contractual liability insurance as defined under insured contracts in the policy” (Page 34, section SP. 1.6, 1.6.1 General Liability).

Answer: No change

We respectfully request that NICE consider deleting the wording: “sudden and non-sudden pollution conditions” and replace with “new pollution conditions” (Section D, Page 36, in section SP 1.6.6 Contractor Pollution Liability).

Answer: No change

Question 88: We respectfully request that NICE consider deleting the requirement in section SP 1.6.7 Professional Liability: “Covered Professional Services shall specifically include all work to be performed under the Contract,” and also deleting any exclusions that may potentially affect the work to be performed (e.g., any exclusions related to pollutants)”.

Answer: Delete. Please see addendum no. 1

Question 89: Page 7, Section 1. Notice. The DBE goal is set at 12% of the total bid price, which includes CNG equipment, construction and maintenance. CNG equipment is a highly specialized field and no DBE vendors are available. The CNG O&M will be performed by bidders own personnel, and there are few if any opportunities for subcontracting. Please clarify that the 12% DBE goal will apply to the construction portion of the project only.

Answer: DBE requirements are revised. Please see addendum no. 1

Question 90: Page 13, IB2. Schedule. Will NICE Bus consider moving the due date for the step one proposal so that it does not fall between the winter holidays?

Answer: Please see addendum no. 1

Question 91: Page 15. IB 9. Please clarify that the bid bonds will be submitted with Step 2 of the procurement.

Answer: A bid bond is required and shall be submitted in Step 2 with the price bid.

Question 92: Page 20, item 3.f. – Please clarify what types of references are needed for this item.

Answer: References for the item under question shall contain at minimum a contact information in form of manufacturer representative’s name, telephone number, email address, project description, delivery, location, and value.

Question 93: Page 33 GC 20. Will NICE Bus allow MSDS sheets to be submitted after award?

Answer: Yes.

Question 94: Page 40 SP 1.67. Requires professional liability insurance with a \$10 million limit. Will NICE Bus please revise this requirement to be \$5 million?

Answer: No change.

Question 95: Page 42. SP 4.2 Compensation. This statement is too broad and should be limited to the scope of Work described in the IFB. Contractor should not be liable for any changes required by local code officials that are above and beyond what is required by code.

Answer: The Contractor shall consider all work that is necessary and required to perform work described in the IFB.

Question 96: IB.7 – DBE - A significant portion of the cost of this project will be for the specialized CNG equipment. It is therefore suggested that the DBE requirement of 12% be applied only to the site work

Answer: DBE requirements are revised. Please see addendum no.1

Question 97: GC 8 – Warranty - This section requires warranty to be extended by the periods of any downtime which is extremely unusual. It is therefore requested that industry standard warranty provisions be utilized.

Answer: Warranty requirements described in TS 28 supersede GC8.

Question 98: GC 10 – Subcontracting - This section requires every subcontractor to accept ALL provisions of this contract; however some subcontractors may just be equipment suppliers and/or commissioning personnel, and this requirement seems unreasonable for these companies. Please advise how this section will be applied to these types of companies.

Answers: The Contractor will be responsible for all work performed by its subcontractors. Therefore, only FTA flow down provisions such as Debarment and Suspension, Civil Rights, Non-Discrimination, Access to Records shall be included in each subcontract agreement. The Contractor is advised to review applicable FTA flow down provisions given in Section 5 of the IFB document.

Question 99: GC 15 – Taxes - Please confirm if out of state equipment and service providers should charge sales tax to the contractor for.

Answer: The IFB is subject to New York State Taxation law. As such, applicable taxes shall apply to the resulting contract.

Question 100: GC 31 – Advance Payment - Suppliers of specialized CNG equipment as described in this RFP require down payments and progress payments during manufacture. This section states no advance payments will be made unless “specifically described otherwise; but we were unable to see reference to these types of payment anywhere else in the RFP. Please confirm down payments and progress payments during manufacturing will be acceptable.

Answer: Progress payments are allowed and accepted under the resulting contract. The Contractor is required to provide sufficient documentation to demonstrate completion of the amount of work for which progress payments are requested. Please refer to Section 4 of the IFB document. Down payments will not be acceptable for manufacturing of equipment, unless the Contractor provides sufficient documentation, which evidences that the Contractor has incurred costs. Advance payments are payments made to a contractor before the contractor incurs contract costs. NICE Bus will not make payments to the Contractor before the Contractor has incurred the costs for which the payments are requested.

Question 101: SP 1.5 – Subcontractors - This section requires every subcontractor to provide several insurances “similar” to the Contractor; does this apply to equipment suppliers too? If so, please define “similar” and if these types of insurance are required if the only time on site is for equipment start up and commissioning

Answer: We realize that not all insurance required would be appropriate for every subcontractor (e.g. Professional liability). It is up to the Contractor to determine the appropriate types of coverage required for each of its subcontractors based on the work being performed.

Question 102: SP 1.6 – Contractor Insurance Requirements - Please reference comment SP 1.5 above and detail what insurance coverage and levels are required for equipment suppliers providing only onsite equipment start up and commissioning services.

Answer: We realize that not all insurance required would be appropriate for every subcontractor (e.g. Professional liability). It is up to the Contractor to determine the appropriate types of coverage required for each of its subcontractor based on the work being performed.

Question 103: SP 4 – Payment - There is no information in this section regarding down payments and progress payments during manufacture for the CNG equipment. Please confirm down payments and progress payments will be acceptable.

Answer: Progress/milestone payment procedures and requirements are described in SP 4.3

Question 104: Would NICE consider amending the language in GC11.1 to state that Contractor shall indemnify, defend and hold NICE harmless in the event a third party infringement claim arises based on Goods provided by Contractor hereunder as long as the Goods have not been modified by any party other than Contractor, its Subcontractors’, or suppliers’?

Answer: Please see addendum no. 1. Contractor will be required to indemnify NICE for all claims not arising from NICE Bus alterations to IP.

Question 105: Would NICE consider adding language to GC16 which allows Contractor to disclose information to its affiliates, Subcontractors and vendors as required to perform the Work and which states that Contractor’s confidentiality obligations do not apply to information which is public or is required to be disclosed pursuant to a law, regulation or court order?

Answer: Please see addendum no. 1

Question 106: Would NICE consider amending the second sentence in GC17.1 to state: “Upon such termination, the Contractor shall waive any claim for loss of anticipated profits when such claim arises solely based on such termination for convenience” and will NICE delete the following language in the Section: “As the sole right and remedy of Contractor”?

Answer: NICE Bus is not in a position to pay anticipated profits for work not yet performed at the occurrence of a termination for a convenience, though profits on work performed will be paid. Please see addendum no. 1.

Question 107: Would NICE consider deleting the following language in SP16.5: “and indemnifies NICE Bus against any loss incurred”?

Answer: Please see addendum no. 1

Question 108: Would NICE consider adding language to SP2 which states that NICE shall not be entitled to recover additional damages beyond the liquidated damages amount for damages it may incur based on any delay since the liquidated damages amount is intended to make NICE whole?

Answer: Legal principles will prevent the prospect of “double dipping” but the Contractor must respectfully maintain all termination, step-in, and equitable rights to ensure successful completion of the project.

Question 109: Would NICE consider adding language to the resulting contract which states that Contractor will not be legally liable or financially responsible for any and will not be required to excavate, remove, recycle, contain, haul, transport, handle, dispose of, remediate or remedy any pre-existing hazardous materials and/or contaminated materials on the Site or materials which migrate onto the Site from a third party site?

Answer: The Contractor shall dispose of all environmental hazards discovered in the performance of the Work as required by law and in accordance with good industry practice. The Contractor’s remedial efforts for hazards shall extend only to the extent required to accomplish the Work under this Agreement. The Contractor shall indemnify and hold NICE Bus and Nassau County harmless for causes of action arising from the Contractor’s acts or omissions in disposing of environmental hazards. The Contractor shall remain responsible for all migrating environmental hazards which a prudent Contractor would reasonably infer exist and would further mitigate against. The Contractor shall indemnify and hold NICE Bus and Nassau County harmless for any failures to mitigate migrating environmental hazards in accordance with this standard.

(End of Question and Answers)

INSTRUCTIONS FOR BID PRICE SCHEDULE

ONLY THE COMPLETED BID PRICE SCHEDULE WILL BE ACCEPTED FOR IFB No.V-1208A.

- a) NICE Bus hereby solicits from you a bid of the price(s) upon which you offer to furnish the following; labor, material(s), equipment(s), supplies and/or services required completing the work under this Contract. Those spaces on Bid Price Schedule form, which are left blank by NICE Bus, must be filled in for the information required. Prices shall remain firm fixed throughout the contract term including any option year(s), if exercised by NICE Bus. An Award of the bid will be made to the responsive and responsible Bidder submitting the lowest bid price. Bidders must include all costs for labor, fabrication, installation, shipping, and all other costs and expenses associated with performing the Work, in their bid price. No additional charges will be paid during the term of the Contract. **NOTE: DO NOT INCLUDE TAXES ON THE BID PRICE; HOWEVER,** taxes shall be included in any invoice(s) submitted to NICE Bus. In case of any price discrepancy between unit price and extended price, unit price will govern.

Bidders requesting to submit additional bids, if more than one proposed Product or Goods meet the salient characteristics of the solicitation, shall copy the enclosed bid sheet and complete one for each bid.

b) BID SCHEDULE – NOTES

- Licenses/Certifications: Contractor shall have all licenses and certifications required by local, state, and or federal laws or regulations to provide services as stated in this Invitation for Bid. If applicable and/or required, Contractor shall provide copies of applicable licenses and certifications prior to award.
- Material: All items provided by Contractor shall be first quality material. All materials offered and provided as a result of this IFB shall be Original Equipment Manufacturer (OEM) or a NICE Bus approved equal matching the salient characteristics as set forth in the specification section.

BID SCHEDULE (REVISED)

CNG Station Equipment					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Electric motor driven package compressor units	Each	2	\$	\$
2	Natural gas engine driven package compressor units	Each	2	\$	\$
3	Twin tower manual regeneration natural gas dryer	Each	1	\$	\$
4	Modify existing Natural Gas dispensers and control system	Each	1	\$	\$
5	Main Control Center	Each	1	\$	\$
6	CNG Storage System	Each	6	\$	\$
7	Buffer/matrix control system	Each	1	\$	\$
8	Motor Control Center	LOT	1	\$	\$
9	All Security system	LOT	1	\$	\$
10	All Fire and Gas detection system	LOT	1	\$	\$
11	All Electrical equipment	LOT	1	\$	\$
12	All other CNG Station equipment	LOT	1	\$	\$
Professional Services					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	All design and engineering services	LOT	1	\$	\$
2	All other professional services	LOT	1	\$	\$

Construction					
No	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization (including trailers and all on and offsite expenses to mobilize work)	Lot	1	\$	\$
2	Surveying	Lot	1	\$	\$
3	Site preparation, Excavation, trenching, backfilling	Lot	1	\$	\$
4	Existing utility relocation	Lot	1	\$	\$
5	Modification to site	Lot	1	\$	\$
6	Curbs, gutters, and site concrete work	Lot	1	\$	\$
7	Piping / Tubing	Lot	1	\$	\$
8	Electrical Service	Lot	1	\$	\$
9	Walls, Fences, Gate, Guardrails, and Bollards.	Lot	1	\$	\$
10	Commissioning	Lot	1	\$	\$
11	Startup	Lot	1	\$	\$
12	Acceptance Testing	Lot	1	\$	\$
13	Training	Lot	1	\$	\$
14	Project Closeout	Lot	1	\$	\$
15	Demobilization	Lot	1	\$	\$
16	All other construction material and construction related services	Lot	1	\$	\$
Total for CNG Station Equipment, Professional Services, and Construction				\$	

Operation and Maintenance					
O&M of EXISTING CNG Station at Mitchel Field – Fast Fill					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	O&M of existing Fast Fill station at Mitchel Field (Year 1) as per specifications given in section 6	Month	12	\$	\$
2	O&M of existing Fast Fill station at Mitchel Field (Year 2) as per specifications given in section 6	Month	12	\$	\$
3	O&M of existing Fast Fill station at Mitchel Field (Year 3) as per specifications given in section 6	Month	12	\$	\$
O&M of EXISTING CNG Station at Mitchel Field – Time (Slow) Fill					
4	O&M of existing Time Fill station at Mitchel Field (Year 1) as per specifications given in section 6	Month	12	\$	\$
5	O&M of existing Time Fill station at Mitchel Field (Year 2) as per specifications given in section 6	Month	12	\$	\$
6	O&M of existing Time Fill station at Mitchel Field (Year 3) as per specifications given in section 6	Month	12	\$	\$
O&M of NEW CNG Station at Mitchel Field					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	O&M of New CNG Station at Mitchel Field (Year 1) as per specifications given in section 6 and bidder's unpriced technical proposal	Month	12	\$	\$
2	O&M of New CNG Station at Mitchel Field (Year 2) as per specifications given in section 6 and bidder's unpriced technical proposal	Month	12	\$	\$
3	O&M of New CNG Station at Mitchel Field (Year 3) as per specifications given in section 6 and bidder's unpriced technical proposal	Month	12	\$	\$
O&M of EXISTING CNG Station at Rockville Centre					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	O&M of CNG Station at Rockville Centre (Year 1) as per specifications given in section 6	Month	12	\$	\$

2	O&M of CNG Station at Rockville Centre (Year 2) as per specifications given in section 6	Month	12	\$	\$
3	O&M of CNG Station at Rockville Centre (Year 3) as per specifications given in section 6	Month	12	\$	\$
Emergency and non-routine fixed labor raters per person (PP)					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Fixed hourly rate for labor performing emergency services (year 1)	PP Fixed rate/hr	1	\$	\$
2	Fixed hourly rate for labor performing emergency services (year 2)	PP Fixed rate/hr	1	\$	\$
3	Fixed hourly rate for labor performing emergency services (year 3)	PP Fixed rate/hr	1	\$	\$
4	Fixed hourly rate for non-routine services (year 1)	PP Fixed rate/hr	1	\$	\$
5	Fixed hourly rate for non-routine services (year 2)	PP Fixed rate/hr	1	\$	\$
6	Fixed hourly rate for non-routine services (year 3)	PP Fixed rate/hr	1	\$	\$
Total for Operation and Maintenance				\$	

OPTION YEARS TO OPERATE AND MAINTAIN CNG STATIONS

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	O&M of New CNG Station at Mitchel Field - Option year 1 as per specifications in the base contract	Month	12	\$	\$
2	O&M of New CNG Station at Mitchel Field - Option year 2 as per specifications in the base contract	Month	12	\$	\$
3	O&M of CNG Station at Rockville Center - Option year 1 as per specifications in the base contract	Month	12	\$	\$
4	O&M of CNG Station at Rockville Center - Option year 2 as per specifications in the	Month	12	\$	\$

	base contract				
Emergency and non-routine fixed labor rates per person (PP)					
1	Fixed hourly rate for labor performing emergency services - Option year 1	PP Fixed rate/hr	1	\$	\$
2	Fixed hourly rate for labor performing emergency services - Option year 2	PP Fixed rate/hr	1	\$	\$
3	Fixed hourly rate for non-routine services – Option year 1	PP Fixed rate/hr	1	\$	\$
4	Fixed hourly rate for non-routine services – Option year 2	PP Fixed rate/hr	1	\$	\$
Total for optional year(s)				\$	

DECOMMISSIONING AND REMOVAL OF OLD CNG STATION					
No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Price for Old CNG Station at Mitchel Field – credit to the overall cost of the project	LOT	1	\$ ()	\$ ()

BID TOTAL	\$
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Total Bid in words: _____

By signing and submitting bid documents, the undersigned, as Bidder, hereby declares that he/she, or his/her associates, are the only person or persons interested in the IFB as principal or principals, and that he/she is legally authorized to represent and bind the “Bidder” to legal agreements; that this bid is made and submitted without any collusion with other person(s), firm(s), company, entity, or parties; that he/she has examined the IFB, and has informed himself/herself fully in regards to all terms and conditions of the IFB and pertaining to the place of work (if any) where the Work is to be performed; that he/she has examined the Specifications and/or Scope of Work and all contractual documents relative thereto, and has read and agrees to comply with requirements of

the Contract Documents including NICE terms and conditions, applicable Federal Transit Administration (FTA), New York State and Local provisions defined in the Contract Documents.

Bidder's Signature: _____ Date: _____

Print Name: _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Federal ID#: _____ Phone #: _____ Fax #: _____

E-Mail: _____

(End of Addendum No. 1)