

Addendum No. 4
Information for Bid (IFB) V1397
Heavy- Duty 40 Foot CNG Low Floor Bus

Prospective Bidder:

Reference is made to the subject solicitation wherein the following changes are hereby incorporated:

Delete: Bid Due Date "To Be Determined"

Substitute: Bid Due Date "December 31, 2014"

Insert: Response to all questions shall be incorporated into IFB V1397 per this Addendum No. 4. An updated Technical Specification, Section 6 shall be provided to all plan holders as soon as it is updated.

Delete: Required Delivery Schedule:

Located in Section 2, Instructions for Bidders, d) DELIVERY PROCEDURE/SCHEDULE

Substitute: Updated Delivery Schedule:

Line Item 1

First vehicle is required thirteen months after receipt of purchase order

Delivery Schedule for Remaining Vehicles:

One (1) vehicle per day, after receipt of first vehicle; Monday through Friday.

No deliveries on Saturdays, Sundays or holidays.

Line Item 2

(Option 1) 21 each - First vehicle delivered thirteen (13) months after receipt modified of the purchase order. One (1) vehicle per day - No deliveries on Saturdays, Sundays or holidays

Line Item 3

(Option 2) 10 each - First vehicle delivered thirteen (13) months after receipt modified of the purchase order. One (1) vehicle per day - No deliveries on Saturdays, Sundays or holidays

Line Item 4

(Option 3) 10 each - First vehicle delivered thirteen (13) months after receipt modified of the purchase order. One (1) vehicle per day - No deliveries on Saturdays, Sundays or holidays

Line Item 5

(Option 4) 10 each - First vehicle delivered thirteen (13) months after receipt modified of the purchase order. One (1) vehicle per day - No deliveries on Saturdays, Sundays or holidays

Line Item 6

(Option 5) 7 each - First vehicle delivered thirteen (13) months after receipt modified of the purchase order. One (1) vehicle per day - No deliveries on Saturdays, Sundays or holidays

Delete: Price Schedule

Located in Section 7, Bid Price Schedule

Substitute: Updated Price Schedule (attached)

Note: change to quantity in line Items 1 and 2

Insert: Spares Requirement; shall be located in the updated Technical Specifications, Item 36.0 (36.1 – 36.5.1) and indicated in the response to question section of this Addendum. (pages 136, 137)

Insert: Extended Warranty Requirement; shall be located in the updated Technical Specifications, Item 17.25 and indicated in the response to question section of this Addendum. . (pages 136)

Insert: Diagnostic Laptop Requirements, shall be located in the updated Technical Specifications, Item 48.0 and indicated in the response to question section of this Addendum. (pages 137, 138)

In your bid submission to Transdev Services, Inc., an authorized representative of your firm or organization **must** acknowledge receipt of Addendum No. 4 in Schedule IV of Section 8 of the IFB.

If you have any questions regarding this Addendum No 4, please contact the writer at 516-542-0100 ext. 4329 or John.french@transdev.com.

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TRANSDEV SERVICES, INC.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROCUREMENT

Heavy-Duty 40 foot CNG Low Floor Bus Purchase V1397

Transdev Services, Inc. (Transdev) hereby solicits from you a quotation of the price or prices upon which you offer to furnish the following materials, equipment, supplies or services. The contractor/supplier must fill in all information required in the blank spaces. An award shall be made to the responsive and responsible offeror submitting the lowest price, meeting all the IFB requirements. Pricing must remain firm fixed throughout the purchase order/contract term. Offerors must include all costs for labor, material, supervision, shipping, travel time etc., in their offer price. No additional charges will be paid during term of the contract/purchase order. Do not include taxes in the offer price. Transdev Services, Inc. is TAX Exempt for this procurement of buses.

“Updated”
PRICE SCHEDULE Vendor Name: _____ Initials: _____

| Item # | Description | Quantity | Price of One Item | Total Price |
|--------|--|-----------------------|-------------------|-------------|
| 1 | Furnish and Deliver Fifty-Two (52) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V139 thirteen (13) months after receipt of purchase order. | 52 * CNG Buses | \$ | \$ |

| Item # | Description | Quantity | Price of One Item | Total Price |
|--------|--|---------------------------------|-------------------|-------------|
| 2 | Furnish and Deliver Twenty-One (21) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V1397; thirteen (13) months after receipt of the modified purchase order. | 21 * CNG Buses (Option 1) | | |
| 3 | Furnish and Deliver Ten (10) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V1397; thirteen (13) months after receipt of the modified purchase order. | 10 * CNG Buses (Option 2) | | |
| 4 | Furnish and Deliver Ten (10) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V1397; thirteen (13) months after receipt of the modified purchase order. | 10 * CNG Buses (Option 3) | | |
| 5 | Furnish and Deliver Ten (10) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V1397; thirteen (13) months after receipt modified of the purchase order. | 10 * CNG Buses (Option 4) | | |
| 6 | Furnish and Deliver Seven (7) Fixed Route CNG Buses meeting or exceeding the Specifications listed in this IFB V1397; thirteen (13) months after receipt of the modified purchase order. | 7 * CNG Buses (Option 5) | | |
| 7 | Option: Spare CNG Powerplant (fully dressed) provided as installed in the original procurement and specified in Technical Specifications 36.1 | 2 | \$ | \$ |
| 8 | Option: Spare CNG Transmission provided as installed in the original procurement and specified in Technical Specifications 36.2 | 2 | \$ | \$ |
| 9 | Option: Spare HVAC units (above engine package) provided as installed in the original procurement and specified in Technical Specifications 36.3 | 2 | \$ | \$ |

| Item # | Description | Quantity | Price of One Item | Total Price |
|--|--|----------|-------------------|-------------|
| 10 | Option: Spare, Complete removable panel package (skirt panels, access doors, engine doors light panels, passenger doors) provided as installed in the original procurement and specified in Technical Specifications 36.4 | 2 | \$ | \$ |
| 11 | Option: Spare ECM - Engine provided as installed in the original procurement and specified in Technical Specifications 36.5 | 2 | \$ | \$ |
| 12 | Option: Spare TCM- provided as installed in the original procurement and specified in Technical Specifications 36.5.1 | 2 | \$ | \$ |
| 13 | Engine – Extended Warranty (3 year period) | 52 | \$ | \$ |
| 14 | Transmission – Extended Warranty (3 Year period) | 52 | \$ | \$ |
| 15 | Diagnostic Laptop | 3 | \$ | \$ |
| <u>Total Dollar Value of All Line Items</u> | | | | \$ |

NOTE: * Transdev reserves the right to reduce quantities ordered if appropriate funds are not available, or increase quantities ordered. Transdev may exercise the option to procure any, all or none of the optional buses.

Term: The contract period is 5 years from date of award

Total price in words _____

Contractor/Supplier Information:

Offeror's Signature: _____ **Date:** _____

Print Name: _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Federal ID#: _____ Phone #: _____

Fax #: _____ E-Mail: _____

Please indicate by signature your Company's acceptance of Federal Transit Administration (FTA) Provisions, New York State Provisions and General Provisions.

Name: _____ Signature: _____

Failure to sign above shall cause offer to be disqualified

(Prices indicated in numbers take precedent over prices indicated by words)

Altoona Test Information

() This vehicle has passed the Altoona Test Certification; Report Number: _____

() This vehicle **has not** passed the Altoona Test Certification **(Provide Explanation Below)**

Offeror's Signature: _____ Date: _____

Bidders - All delivered vehicles must meet NYS DOT rules and regulations

1) Does NICE envision the camera system to be part of a turn-key solution, integrated with the Intelligent Vehicle System (IVS), or as stand-alone system?

Response:

Clarification: Surveillance camera system is standalone system; however back-up camera is integrated with IVS.

2) Does NICE envision the mobile router to be part of a turn-key solution, integrated with the Intelligent Vehicle System, or as stand-alone system?

Response:

Yes, integrated for Surveillance Camera System and IVS

3) Does NICE envision that the mobile router will be used to support Wi-Fi and Cellular communications for the bus camera system and Intelligent Vehicle System?

Response:

Yes

3A) If so, who will be responsible for configuration, integration, and testing of the overall solution?

Response:

Clarification: Bus manufacturer will be responsible for configuration, integration and testing of the Camera system. NICE will provide bus manufacturer with Bus in Box to test tanks for geo fence on and off functionality, stop announcement and Head signs functionality (test route).

3B) If so, who will be responsible for ensuring compatibility with the existing back-office systems currently deployed at NICE?

Response:

Clarification: NICE will be responsible for back office testing after bus is delivered.

3C) If so, who will be responsible for troubleshooting, warranty and servicing of the IVS, mobile router, and camera system?

Response:

Clarification: Bus manufacturer is responsible for (troubleshooting, warranty and servicing) mobile router and camera system; In addition, all IVS associated bus wiring, NICE is responsible for the IVS.

4) 3.4.1.4, Fire Detectors

“At least two (2) engineered temperature sensitive sensors shall be provided in the engine compartment mounted under horizontal bulkheads above and downwind of the major heat sources in any area likely to be wetted by leaking flammable fluids. Additional engineered sensors shall be located in other potentially critical areas

Requests approval of a patented pneumatic detection tubing for use in engine compartment and other potential critical area in lieu of (2) engineered temperature sensitive sensors. Detection tubing can be weaved throughout critical areas and provide more thorough detection area coverage than individual sensors

Response:

Denied

5) 3.4.1.4, Fire Detectors

“...The sensors shall detect abnormal temperatures and activate the fire alarm bell and warning light in the Operator's compartment. Sensors must automatically reset to deactivate alarms when the temperature returns to normal. Sensors shall be wired to allow easy diagnosis of failed sensors and be part of the redundant fire suppression system...”

Requests approval of a patented detection system tubing in lieu of electronic sensors. The detection tubing ruptures when it detects abnormal temperatures to activate the system. This section of tubing is replaced and system is re-pressurized with nitrogen to reactivate. There are no individual sensors to reset or troubleshoot to identify a failed sensor. This system does not require electricity for system activation and status is monitored by a pressure gauge or switch measuring line pressure in detection tubing. Detection and suppression system is operational 24/7 without any electricity from vehicle.

Response:
Denied

6) 12.1, Fire Suppression

“The Bus manufacturer shall provide an engineered fire suppression system with detectors. This system shall protect the engine and the battery area in the event of fire or thermal event...”

Requests approval of a patented detection tubing in lieu of electronic detectors to protect engine and battery area in event of fire or thermal event.

Response:
Denied

7) Section #9, Schedule F-2 requires us as the “Prime” to have our potential subcontractors or third party contractors execute this certification. One question came up that I’m struggling to address and that is what the provisions of 31 U.S.C. Sections 3801 ET. SEQ. really mean. I’m asking this question well in advance of our formal package of questions as I have over 100+ suppliers and sub-contractors that need to execute this form based on the material spend identified. Unfortunately, I’m not at all familiar with the reference above and neither is our General Counsel. Can you help us out so that we simplify and define this reference to all Suppliers and Sub-Contractors?

Response:

Question is unclear.

31 U.S.C. Section 38 addresses Administrative Remedies for False Claims and Statements. Note – Vendors providing only materials shall not be considered Subcontractors.

8) Bidder's Affirmation ; Please confirm, whether or not a Bid Bond in the amount of 5% is required.

Response:
No bonds are required for this procurement

9) Payment; Please clarify the payment terms applicable to this IFB. Neither Section #3 or Section #4 provide sufficient detail to know what the payment terms will be. For example, is it 100% upon acceptance of buses? Are the terms Net 30 for any/all payment milestones. Please clarify.

Response:

Section 4 Additional Requirements; indicates a lump sum payment per vehicle received and accepted one vehicle per invoice.

Section 5 Notifications; states that “Upon approval of an invoice for payment (or partial payment based on adjustments to an invoice amount as provided herein), Transdev shall submit the invoice to the Funding Entity and request payment of the approved amount. Because this procurement is funded with federal, state and local grant funds, Contractor acknowledges that the Funding Entity may require thirty (30) days or more to receive funds to be used in payment for an approved invoice, and that Contractor shall not be entitled to payment until Transdev receives payment from the Funding Entity. Within three (3) days of receipt of funds from the Funding Entity to pay an approved invoice, Veolia shall transfer such payment to the Contractor.”

10) Instructions for Bidders; Please clarify if there will be an evaluative (monetary) credit applied to submitted bid pricing for providing an earlier delivery for Line Item #1? While we recognize this is a low bid tender, NICE could insert language that would allow for a credit against bid pricing for more aggressive delivery. Please clarify.

Response:

There will be no (monetary) credit applied to any of the scheduled deliveries; manufacturers should include all costs associated to meet the required delivery schedules in the box titled "Price of One Item" on the Updated Price Schedule sheet included in Addendum No. 4.

11) Participant Information Form; Participant Form: We are unsure what information needs to be input into this area of your form. Please clarify what information is required so that can properly complete the Information Form provided with our bid package. Is this info in addition to the DBE's on the TVM form?

Response:

Please indicate if the Prime Contractor is a DBE firm, M/WBE firm or an SBE firm in the top section. Then indicate if the Prime Contractor shall utilize a DBE subcontractor, if yes supply name, percent of work performed by DBE and approximate dollar value of work. Supply the same information if utilizing M/WBE and SBE subcontractors. Indicate the Prime Contractor information the Project Number V1397 and the certifying agency if the Prime is a DBE, M/WBE or SBE firm.

12) Section III, Authorized Agent; To our knowledge, an Authorized Agent is not a requirement of Federally Funded procurements. Please confirm whether or not Bidders are required to designate an individual at an address within NY State as its "agent". Need a yes or a no

Response:

Delete Authorized Agent Form from the IFB package: Authorized Agent is not a requirement for this procurement.

13) Schedule I, Responsibility Questionnaire; we can provide a list of contracts completed during the last three (3) years. The list will include the Agency receiving the buses, the approximate completion date and appropriate contact information. The list won't include the dollar amount of the award as this information is not tracked in the system from which we would export this data. Please confirm that our proposal is acceptable.

Response:

Denied.

14) 23.9, Illustrated Parts Catalog Master File; Our Company can supply a listing of Parts as they appear in the Our Company Bus Parts Manual in Excel spreadsheet format that contains only the following Data: Subject Title, Graphic #, Item#, Qty, Part Number, Part Description.

Response:

Denied

15) 23.9, Illustrated Parts Catalog Master File; Images included within the our Bus Parts Manuals are proprietary. Bus Manuals are provided in PDF electronic format only.

Response:
Denied

16) 23.9, Illustrated Parts Catalog Master File; We do not supply this type of information

Response:
Denied

17) Section 23.10 – Publication Software – Our Company publishes and supplies all Bus published manuals in PDF format on DVD. The Bus Manual PDF files contains associated graphics on each page, are not supplied separately.

Response:
Approved

18) Section 23.11 – Parts Information - Our Company supplies updates to the Bus Parts Manuals only, not the OEM component supplier manuals such as Cummins Engine or Allison Transmission. Updates to Our Company Bus Parts Manuals will be supplied for a period of 12 years following the issue of the parts manual.

Response:
Approved

19) Section 23.11 – Parts Information - Our Company Bus Parts Manual will only contain the following indicies; By Our Company Bus Part Description (Alpha), By Our Company Bus Part Number (Numeric)

Response:
Approved

20) Section 23.11 – Parts Information - Our Company Bus Parts Manual will not contain the follwoing information; Parts Price, torque specification, cross reference to part manufacturer.

Response:
Approved

21) Section 32.5 – Manuals and Parts List Requirements - To clarify as this spec does not include other OEM supplier manuals, just for destination signs. Our Company publishes service manuals which contain information on all components however, for detailed service information on major components such as the engine, transmission and HVAC systems, Our Company purchases and delivers these OEM supplier manuals.

Response:
Approved - Contractor shall provide Supplier Manuals for the bus, and for all major components

22) Section 32.5 – Manuals and Parts List Requirements - Our Company Published Bus Service Manuals will be supplied in PDF format on DVD. As all Our Company Bus Manuals are copyright protected, these will be supplied as "secured" files unless NICE signs and returns our Limited Rights Agreement form.

Response:
Approved

23) Section 32.5 – Manuals and Parts List Requirements - Only OEM component supplier published manuals that are available in PDF format will be supplied. All OEM component supplier manuals have their own copyright restrictions which must be followed.

Response:
Approved

24) Section 32.5 – Manuals and Parts List Requirements - Our Company Published Bus Parts Manuals will be supplied in PDF format on DVD. As all Our Company Bus Manuals are copyright protected, these will be supplied as "secured" files unless NICE signs and returns our Limited Rights Agreement form.

Response:
Approved

25) Section 32.5 – Manuals and Parts List Requirements - As all Our Company Bus Manuals are copyright protected, these will be supplied as "secured" files unless NICE signs and returns our Limited Rights Agreement form. All OEM component supplier manuals have their own copyright restrictions which must be followed.

Response:
Approved

26) Section 32.6 – Standards and Format of Manuals - Our Company Bus Manuals are Build Specific. If multiple builds are made with enough changes that warrant a new manual set, one will be published per build. If the changes are minimal, the different information will be included within the specific subject and identified as such.

Response:
Approved

27) Section 32.6 – Standards and Format of Manuals - Our Company Published Bus Manuals will follow this format. OEM component supplier published manuals all have different formats and are not customizable.

Response:
Approved

28) Section 32.7 – Maintenance Manuals - All Schematics and diagrams are supplied within the Bus Systems Drawings Manual or the Major Component published manual, not within the Bus Service Manuals.

Response:

Approved

29) Section 32.7 – Maintenance Manuals - Our Company published bus manuals do not contained detailed information on Body and material specifications. This is considered as proprietary information. If required to repair a bus due to accident, Our Company Aftermarket Technical Services will provide detailed info to assist in repairing the bus to original state.

Response:
Approved

30) Section 37.0 – Revisions - Our Company supplies updates to the Bus Manuals only, not the OEM component supplier manuals such as Cummins Engine or Allison Transmission. Updates to Our Company Bus Manuals will be supplied for a period of 12 years following the issue of the parts manual. Frequency and format of manual updates will depend on the subject and volume. Manual bulletins will be supplied to update urgent information as soon as possible after the information is known. Revised manual pages will be supplied depending on the volume of manual updates.

Response:
Approved

31) Section V, (c) Schedule I, Responsibility Questionnaire; please confirm that this question is not applicable to this IFB, given substation components are not a part of the Scope of Supply.

Response:
This is to confirm that item (c) in Schedule I - Responsibility Questionnaire of Section V does not apply to this procurement.

32) Section 8, Schedule I, Responsibility Questionnaire; please confirm that audited financial statements do not need to be submitted with the Offer.

The Responsibility Questionnaire is requesting them, but Bidder's Checklist located at the front of the IFB has a footnote which says "they are not required with bid submission, but that they must be provided by the low bidder prior to award....."

Response:
This is to confirm that audited financial statements are not required with the bid submittal, it will be required for the lowest bidder prior to award for determination of a responsible responsive bidder.

33) Price Schedule; The IFB does not appear to define the Spare CNG Powerplant [fully dressed] as required by the pricing schedule.

Please define what is meant by [fully dressed] and provide Bidder's with a detailed breakdown of any/all components required to be included in the Spare CNG Powerplant.

Response:
Fully dressed, plug and play unit (to include cradle assembly ready to operate to match existing in delivered bus)

34) Price Schedule; Our Company's vehicle design does not incorporate exterior "skirt panels". We bond fiberglass panels to the exterior frame. Please confirm that a complete set of exterior fiberglass panels is not required as part of this Optional Spare Item.

In addition, please confirm that you require a complete set of both interior and exterior access doors as a part of this Optional Spare Item.

Response:

Denied – exterior panels are required along with interior and exterior access doors

35) Our Company would request that NICE Bus consider utilizing a Producer Price Index, inflation calculation for deliveries occurring in 2017 through 2020. It is impossible for Our Company and our Supply community to quote firm-fixed pricing for the entire contract duration.

PPI #1413 (Truck and Bus Bodies) as published by the U.S. Department of Labor, Bureau of Labor Statistics is the Industry preferred mechanism.

Response:

Unit pricing for options awarded after 2015 and Spare Parts may be adjusted upward or downward, in an amount not to exceed the U.S. Department of labor producer index (PPI) Category 1413, Transportation Equipment, Truck and Bus Bodies, not seasonally adjusted. The percentage difference between the PPI issued in the month of year of the bid opening, and the PPI issued for the month and year of the option award will determine the maximum allowable adjustment of the original unit price. The original unit price multiplied by the index percent change is the maximum allowable price adjustment.

36) Section 6 – Technical Specifications Testing - Please confirm that in lieu of demonstrating and/or performing any of the tests listed in Section(s) #39 through #47, that Our Company can supply previously completed test reports/summaries for review and approval by NICE Bus.

Response:

Denied

37) Section 1.5.1.2.1 – Underbody Clearance - The front break over angle on Our Company platform is 9°.

Response:

Approved

38) Section 1.5.1.3 - Finish and Color - Our Company Bus design incorporates a three (3) piece panel design on the roadside of the vehicle.

Response:

Approved

39) Section 1.6.1.3 - Finish and Color - Our bus surface is painted to a published average peel of 3.5, although our paint averages between 5 and 6. The large truck standard is 6 and car manufacturers such as Toyota reach 7, however for a bus with the large surface area, meeting the rating of 7 cannot be accomplishable even with robotic painting.

Response:
Approved

40) Section 1.6.1.4 - Decals, Numbers and Signs - Our Company has manufactured over 35,000 buses, and our installers are not certified to UASG and PDAA standards. We request approval.

Response:
Approved however, workmanship must meet NICE approvals based upon a site inspection.

41) Section 1.6.2.1 - Strength and Fatigue Life - Our Company manufacturer' a partial carbon steel/ferritic stainless steel structure. Any areas that are prone to corrosion are fabricated from ferritic stainless steel.

Response:
Approved; however the frame must meet a 12 years design operating profile.

42) Section 1.6.3.5 - Rain Gutters - The cross section of our xxx Brand Bus rain gutters are 0.3 inches square.

Response:
Approved - Rain gutters cross section minimum of 0.25 inches square with maximum of 1 inch square

43) Section 1.6.4.3 - Headroom - The headroom at the back of the rear bench seat is 50.45" inches on Our Company Bus. The location of the PLC close-out does not pose a strike hazard to seated or standee passengers. We request approval.

Response:
Approved must meet 76 inch minimum and at the back of the rear bench seat a 50.45 inch minimum

44) Section 1.6.4.5 - Modesty Panel - We request approval to supply charcoal gloss melamine for the modesty panel design.

Response:
Approved - charcoal gloss color

45) Section 1.6.4.7 - Construction - We request approval to supply charcoal gloss melamine panels for the lower sidewall. The melamine is more durable and scratch resistant than ABS Plastic and we use melamine in areas subject to abuse/vandalism.

Response:
Approved use of melamine modesty panels.

46) Section 1.6.4.7 - Construction - We request approval to provide white ABS plastic pier panels (those panels between the windows).

Response:
Denied

47) Section 1.6.4.7 - Construction - Our Company Bus design utilizes antique white, ABS ceiling panels due to the molded/contoured design of our ceiling. ABS is utilized in this area as it is not subject to vandalism and it can be easily molded to the contour of the coach, whereas other materials cannot. We request approval.

Response:
Denied

48) Section 1.6.4.7 - Construction - We utilize black cashmere melamine panels in/around the driver's area, and all components in the dash area are black and fabricated from ABS plastic. We utilize black to help further mitigate driver glare. We request approval.

Response:
Approved for either Black or Gray

49) Section 1.6.6 - Kneeling - The kneeling switch is located on the right hand side of our driver's instrument panel, just to the left of the transmission shift selector. This is the only available location for this switch. We request approval.

Response:
Approved

50) Section 1.6.9.1 - Interior - Our destination sign access door utilizes two (2) short wing mini quad-panel latches.

Response:
Approved - however use of tools must not be required to access panel.

51) Section 1.6.9.2 - Exterior - Our battery cover is constructed from a heavy duty 3/16" polyethylene plastic and our battery tray is constructed from polyethylene plastic, which is mounted on a stainless steel sub-frame for support. The tray easily slides in and out on stainless steel rollers. This design is lighter in weight, provides battery isolation in the event of an accident and has been our production standard for several years. We request approval.

Response:
Approved

52) Section 1.6.9.2 - Exterior - The bottom of our batteries are located 13" inches above the road surface. We request approval.

Response:
Approved

53) Section 1.7.1.1 - Control - The braking effort on Our Company Bus is non-adjustable, and it is permanently set to 45 PSI which is equivalent to the service brake application.

What we have noticed is that the regulator requires constant readjustment as it has a tendency of drifting settings. The non-adjustable feature eliminates the constant monitoring of the regulator and reduces maintenance issues. We request approval.

Response:
Approved

54) Section 1.7.1.1 - Control - Please clarify the reference to doors/door controls meeting all applicable NYS DOT Bus and Vehicle rules and regulations as identified in NYCRR Title 17 Motor Carrier Safety document dated August 2006. Is there some specific type of functionality required by NICE Bus that we should be aware of? Please clarify.

Response:
Must meet NYS DOT Bus and Vehicle rules and regulations as identified in NYCRR Title 17 Motor Carrier Safety document dated August 2006.

55) Section 1.7.2.1 - Windshield Wipers - The electric wiper system will sustain damage to the motor gears or linkages if the wiper arms are manually manipulated. Please acknowledge.

Response:
Denied

56) Section 1.7.3.1 - Exterior Lighting - Our rear tail lights are mounted on the corner pillars and not the engine compartment door. This allows the tail lights to remain visible in instances where the bus is parked and the engine door is open. We request approval.

Response:
Approved; however when engine compartment door is in open position a safety warning lighting system is visible

57) Section 1.7.3.1 - Exterior Lighting - Our proposed J.W. Speaker headlights are a combination of LED for low beam and high intensity halogens for the high beams.

Response:
Approved

58) Section 1.7.3.1 - Exterior Lighting - We can provide two (2) elongated LED strip lamps with red lenses mounted just above the engine compartment door.

Response:
Approved

59) Section 1.7.3.2 - Service Area Lighting - We can provide four (4) LED lights in the engine compartment. We do not provide "LED strips" as the ambient temperature within the compartment has melted these installations on past contracts. The LED

lights "non-strip" are better equipped to withstand the high heat environment. We request approval.

Response:
Approved

60) Section 1.7.3.3 - Passenger Interior Lighting - Our Company requests approval to supply our own LED interior lighting system design.

Response:
Clarification, must meet IFB Technical Spec requirements

61) Section 1.7.3.6 - Instrumentation - Our Our Company Bus dash/instrument cluster does not utilize replaceable bulbs in its construction. Our dash is completely electronic and utilizes a combination of LCD and LED technology.

Response:
Approved must meet at a minimum 12 year warranty.

62) Section 1.7.3.5 - Operator Controls - We provide pressure sensors on the front and rear air tanks. The pressure values are broadcasted on our Our Company Bus instrument cluster through the digital display.

Response:
Approved

63) Section 1.7.3.6 - Controls Location- Our instrument panel and control groupings for our Brand Bus are grouped as follows:

Area 1 consists of the Instrument panel housing all gauges and alarm indicators with the transmission controls, kneel switch and ramp control located to the right of the centrally located steering wheel. The driver's defroster, temperature adjustment and wiper controls are located to the left of the steering wheel.

Area 2 consists of the side control console containing all the main bus operating switches such as the Engine run, Main Climate control, the Five Position door control, Driver's light, Mirror control, dash fans, and other functional switches.

Area 3 is located forward and above the driver at/in the destination sign box cover and houses the hidden switches such as the Master door control, and the transmission retarder.

Area 4 is located on driver left overhead panel and houses the Destination Sign controller and fire suppression panel.

Response:
Approved

64) Section 2.0.2.2 - Sound Insulation- Our Company has tested several vehicles at Altoona. While those results clearly illustrate our ability to exceed the specified 75 dBA,

we must add the audible discreet frequency penalty of 5 dBA to our test results as the Altoona Test Reports do not factor this into their measurements. In our experience,

most areas of the bus are subject to audible discreet frequencies, and as such we request a noise level not to exceed 78 dBA.

Response:

Approved not to exceed a 78 DBA noise level

65) Section 2.1.1.2 - Exit Signal- The internal display/ stop request sign is mounted into a molded ceiling panel rearward of the driver, approximately over the passenger standee line.

Response:

Approved

66) Section 2.1.4.4 - Operator Control Console- The destination sign system ODK [Operator's Display Keyboard] on our vehicle design is located on the sawtooth panel directly above and to the left of the seated driver.

Response:

Approved

67) Section 2.1.6 - Internal Display Sign- The internal display sign is mounted into a molded ceiling panel rearward of the driver, and approximately located over the passenger standee line.

Response:

Question is missing

68) Section 2.2.1 - Wheelchair Ramp System - Our patented Our Company Bus ramp has a maximum load capacity of 660 pounds.

Response:

Denied

69) Section 2.4.1.5.1 - For CNG Power Plant - INTENTIONALLY LEFT BLANK.

Response:

No information submitted

70) Section 2.4.2.1 - Mounting - The Power Plant and accessories on our vehicle design can be removed as a single unit within six (6) hours..

Response:

Approved

71) Section 2.4.2.1.1 - Service - Please provide pictures of the high pressure seamless shields required. If available, a manufacturer name and part number would also be appreciated.

Response:
Not available

72) Section 2.4.3.2 - Cooling System - Our vehicle design incorporates Our Company Synthetic rubber hoses with our cooling system design. We request approval.

Response:
Denied

73) Section 2.4.3.2 - Cooling System - Our EMP all-electric cooling system incorporates an aluminum fan design. This is inherent to the design of the EMP package and cannot be changed. We request approval.

Response:
Approved

74) Section 2.4.3.3 - Transmission - In order to remove and replace the transmission, the engine must be manipulated/disturbed. We request approval..

Response:
Approved

75) Section 2.4.3.3 - Transmission - Our Company has concerns with the transmission automatically resuming forward operation with anyone of the single changes indicated in the specification. We recommend that the transmission only resumes when the driver re-applies the throttle.

Response:
Approved

76) Section 2.4.3.3 - Transmission - Our voltmeter functionality is incorporated into the Forster CAN communication gauge which is located on the engine compartment switch box.

Response:
Denied

77) Section 2.4.3.3 - Transmission - The engine hour meter is incorporated into, and displayed on the Forster CAN communication gauge which is located on the engine compartment switch box.

Response:
Approved

78) Section 2.6.1 - General Requirements - The front and rear axles on our Brand Bus are equipped with disc brakes.

Response:
Denied

79) Section 2.7.2 - Turning Radius - The outside body corner turning radius on our our Brand Bus platform is 44 ft.

Response:

Approved - not to exceed 44 feet

80) Section 2.8.1.4 - Air System - The maximum distance between air line supports is 34" on our vehicle design. The increased distances are only applicable in areas where supporting structure is not available to mount/group the lines (e.g. over entrance and exit doors, etc.).

Response:

Approved for max distance not to exceed 34"

81) Section 2.8.1.4 - Air System - Our vehicle design utilizes flexible Teflon hose with a braided stainless steel jacket for the compressor discharge line, and all other lines/locations utilize Manuli Equator/1-4 hoses. These hoses meet and/or exceed the ratings for the given application.

Response:

Denied

82) Section 3.0 - Fuel System APPROVAL - Have we already received approval for the CNG tanks?

Response:

Yes for CNG vehicles.

83) Section 3.1.2 - Installation - Our Company requests clarification on this requirement. Is there a specific valve utilized that can be "automatically" controlled to achieve this function? Please provide specifics on the design of your current system so that we can determine how best to interface your requirements with our electrical network.

Response:

Clarification – Bus manufacturer will need valves that can be automatically controlled. Clever Devices system will interconnect with OEM breakers, solenoids, and relays for each tank.

84) Section 3.1.6.1 – CNG Defueling System - Our fuel system requires three (3) hours to defuel from 20,000 scf.

Response:

Approved

85) Section 3.1.6.2 – CNG Fuel Lines - Our vehicle design utilizes a combination of 304 and 316 grade stainless steel. We request approval.

Response:

Approved for 316 grade stainless steel; denied 304 for grade stainless

86) Section 3.1.6.2 – CNG Fuel Lines - The maximum unsupported fuel line length is 16.5" on our bus. This is due to the placement of the line and lack of supporting structure from which to mount supports along the path of the line. We request approval.

Response:

Approved - maximum 16.5 inches

87) Section 3.1.6.3 – CNG Fueling Port Access - The fueling ports on our vehicle design are located 44" inches above ground level. We request approval as this is a critical design element which cannot be modified.

Response:

Approved maximum 44 inches

88) Section 3.2.1 – Location - The top of our front bumper sits 26.5" inches above the ground surface and the rear bumper sits 30.5" inches above the ground surface. Our bumpers have a slight contour, to match the exterior styling/aesthetics of our vehicle design. We request approval.

Response:

Approved 26.5 inches above ground level front bumper and 30.5 inches above ground level for rear bumper.

89) Section 3.2.2 – Front Bumper - The front bumper on Our Company Bus extends the bus by 6.26" inches. We request approval.

Response:

Approved 6.26 inches front bumper extension.

90) Section 3.3.1 – General Requirements - Our Parker-Vansco multiplex system modules are equipped with short circuit protection, as electrical arcing is considered a form of short circuit. We request approval.

Response:

Approved for Multiplex system

91) Section 3.3.1.3 – Junction Boxes - Our side console is a "pop-up" design, which allows the mechanic to sit in the driver's seat while diagnosing faults/problems within the side console electrical panel. As such, the panel cannot be equipped with a glued schematic. We will provide a schematic and it is shipped loose with the bus. We request approval.

Response:

Approved

92) Section 3.3.1.4 – Electrical Audit - Our Company conducts audits in actual operation but we don't correct for ambient temperature. We request approval.

Response:

Approved

93) Section 3.4.1 – General Requirements - The LED low beam headlights have control modules dedicated to a LED headlight configurations. In an over current condition a fault indicator will light up on the dash and the output to the headlight will loose power until a fix is implemented. The Hallogen high beam head lights draw power from a Parker-Vansco ouput. In an over current condition a fault indicator will light up on the dash and the Vansco output will stop supplying power to the headlight untill the issue is repaired.

Response:
Approved

94) Section 3.4.1.1 – Batteries - The Odyssey Group 31 batteries come equipped with a four (4) year warranty or within 400 cycles to 80% depth of discharge, whichever occurs first for their PC 2150 group 31 battery. We request approval. JB – what are our requirements?

Response:
Denied

95) Section 3.4.1.2 – Low-Voltage Batteries (24V) - Our battery tray is constructed from polyethylene plastic, which is mounted on a stainless steel sub-frame for support. The tray easily slides in and out on stainless steel rollers. This design is lighter in weight, provides battery isolation in the event of an accident and has been our production standard for several years. We request approval.

Response:
Approved

96) Section 3.5.4.4 – We provide a blower with three (3) speed settings. We request approval.

Response:
Approved

97) Section 3.5.13 –Maintainability - Our HVAC system providers do not presently offer this functionality. Please amend this Section to remove this reference, given it is unavailable from the Supplier(s).

Response:
Denied

98) Section 3.5.13 –General Cabling Requirements - Please note, our cabling is secured using Panduit heavy-duty tie-wraps. We request approval.

Response:
Denied

99) Section 1.10.2.4 – Water Test - Our Company's water test shall is ten (10) minutes in duration with a sustained water flow pressure of 35 psi. (2.5 kg/cm) and sustained rate of 1.8 GPM./nozzle (6.8 LPM)

Response:
Denied

100) Section 3.5.2.2 – System Performance - In auto mode, the cutout is 55F and the compressor re-enable is set at 60F. In cooling mode, the cutout is 45F and the compressor re-enable is set at 50F. We request approval.

Response:
Approved

101) Section 3.5.2.2 – System Performance - For R134a refrigerant, the HPRV setting is 500 psig. We request approval.

Response:
Approved

102) Section 3.5.2.2 – System Performance - The early warning notification is set at 284F and shutdown is set at 302F. We request approval.

Response:
Approved

103) Section 3.5.2.2 – System Performance - The Thermo King IntelligAIRE III units do not come equipped with an evaporator coil temperature sensor. This function is carried out using the low pressure transducer. The program includes a timer but for R134a the set point is 20 psig and the compressor restarts at 25 psig.

Response:
Approved

104) Section 35 – Parts Cross Reference List - "Our Company will only provide Parts cross-reference under the following conditions:

Where the parts ordered by the customer are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide the customer, within eight hours of the customers verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the customer.

Where the Contractor fails to honor this parts guaranty or parts ordered by the customer are not received within thirty (30) days of the agreed upon delivery date, then the Contractor shall provide to the customer, within seven (7) days of the

customer's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the customer. Contractor's design and manufacturing documentation provided to the customer shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

Response:
Approved

105) Section 36– Spare Parts - Our Company Parts will not restrict access to vendors. However, Our Company does have selective supply agreements based on proprietary design and engineering, tooling and patents. These products will be available only through Our Company Parts. Our Company has negotiated mutually agreeable distribution agreement terms with vendors and cannot impose distribution methods or customers on suppliers. Accordingly Our Company is not able to assign rights under its existing distribution agreements in any form.

Response:
Approved

106) Section Appendix 1 – Deliverables D4 - Our Company will not supply window templates and/or drawings due to warranty concerns and proprietary design rights. Our glass manufacturer provides warranty for all OE supplied glazing, and any outsourcing of glazing will void this warranty. Additionally, some window and glazing designs are of a proprietary nature, with precise specifications that cannot be replicated in the regular glass market.

Response:
Approved

107) Section 23.13 – Bus Manufacturer’s Recommendations/Prices - Where the parts ordered by the customer are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide the customer, within eight hours of the customers verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the customer.

Response:
Question is missing

108) Section 3 – General Conditions – 8. Warranty - If any component, unit or subsystem is repaired, rebuilt or replaced by Our Company or by NICE personnel with

the concurrence of the Our Company, the subsystem shall have the unexpired warranty period of the original subsystem.

Please note, Our Company has no way to extend the warranty from such suppliers as Cummins/Allison/Thermo King, etc. These component suppliers will not extend the warranty on their equipment to account for cumulative periods of any downtime, etc.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

109) Section 1.7.3.1 – Exterior Lighting - Our Company can provide the following pass through whichever occurs first warranties on the LED lights:

Please note: The warranty on each system mentioned above is parts only coverage after the base year warranty period of 1 year/50,000 miles, whichever occurs first.

Response:

Denied

110) Destination Sign / Warranty & Spares - Our Company can provide the following pass through whichever occurs first warranties on the following destination sign system suppliers:

Please note: The warranty on each system mentioned above is parts only coverage after the base year warranty period of 1 year/50,000 miles, whichever occurs first.

Response:

Denied

111) 3.4.1.1 Batteries – INTENTIONALLY LEFT BLANK

Response:

Question is missing.

112) 3.8 Video Surveillance System / 8.0 Warranty (Camera) – Our Company can provide the following whichever occurs first pass through supplier warranties on the Surveillance Systems listed below:

March Networks - 1 year

Apollo - Digital Video Recorders: 3 Years / Hard Disk Drives, Cameras, Accessories and all other equipment: 1 Year

Safety Vision - 3 years on the DVR's

GE Mobileview - 3 years

Our Company would like to clarify that NICE must deal directly with the local Camera System supplier for any warranty claims/issues and for any on-site warranty coverage . If the local authorized Camera System supplier fails to provide the level of service

required by NICE, please inform Our Company and we will work to remedy the situation as quickly as possible.

Response:
Denied

113) 15.0 Warranty & Spare Parts Basic Provision – 16.0 Complete Bus - Our Company can provide a 1-year/50,000 mile warranty (whichever occurs first) beginning on the acceptance date of each bus. The warranty is based on regular operation of the coach under normal operating conditions.

Alternatively, we can provide a two (2) year or 100,000 mile, whichever occurs first warranty on the complete bus, at the request of NICE bus.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

114) 15.0 Warranty & Spare Parts Basic Provision – 16.0 Complete Bus / 17.0 Subsystem and Components - Our Company can provide a a body and body structure warranty of three (3) years or 150,000 miles, whichever comes first. This warranty covers components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.

In addition, the Chassis Structure, Consists of all components that are welded together to form the main frame (skeleton) and body construction, and are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 failure for a period of 12 (twelve) years or 500,000 miles, whichever comes first.

The corrosion and structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless Our Company Approved preventative measures are taken.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

115) 15.0 Warranty & Spare Parts Basic Provision –17.0 Subsystem and Components - All subsystem and component warranties begin on the day of acceptance of each bus.

Response:
Question is missing

116) 15.0 Warranty & Spare Parts Basic Provision –17.0 Subsystem and Components
- Our Company can provide the following whichever occurs first warranties:

Engine and transmission, and all items supplied by its manufacturers - Engine & Transmission standard warranty of 2-years/unlimited miles. The warranty covers components only as specified by the manufactures warranty documentThe optional extended warranty for Years 3 through 5 can be purchased, but this coverage is limited and not comprehensive to all parts or labor tied to either component. Engine Electronic Control System - 2 years/unlimited miles

Suspension - 1 year/50,000 miles

Interior and Exterior Lighting - LED Lights only. LED Headlights have a 6 year warranty.

Brake System (excluding friction material) - 1 year/50,000 miles

Brake System friction material including brake drums - Friction material is a consumable and is excluded from the warranty.

Basic Body Structure including all seating and driver seat belts (excluding primary load carrying structure) - 3 years/150,000 miles

Bumpers - 3 years/150,000 miles

Heating, Air Conditioning and Ventilation Units - 2 years/unlimited miles. Electric Fan and Power Steering System - 1 year/100,000 miles

Wheelchair Ramp System and Securement - 1 year/50,000 miles

Destination Signs - Luminator - 6 years / Twin Vision - 10 years / Hanover - 10 years. Air System, not limited to Compressor, Dryer, Tanks, Valves - Air Dryer 1 year/100,000 miles / Air Tanks & Valves 1 year/50,000 miles

Basic Engine Starting System - 2 years/unlimited miles

Paint and Graphics - 5 years/unlimited miles

Bus Wiring - 1 year/50,000 miles

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

117) 15.0 Warranty & Spare Parts Basic Provision –17.1 Warranty Assignment - A
Our Company cannot administer warranty claims on major components such as the Engine, Transmission, HVAC, Destination Signs, Camera System and Batteries. This is due to the warranty terms and conditions that each supplier imposes on their equipment. They each mandate that the end-user (NICE Bus) deal direct with them and not with Our Company.

ll subsystem and component warranties begin on the day of acceptance of each bus.

Please Note: Our Company will work with these suppliers to ensure service quality expectations are met and work is conducted in an acceptable timeframe to NICE.

Response:
Contractor shall be responsible for all NICE Bus warranty claims.

118) 15.0 Warranty & Spare Parts Basic Provision –17.4 Detection of Defects - Within five (5) working days after receipt of notification, Our Company's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by Our Company's representative, or is removed and examined at NICE's property or at Our Company's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between NICE and Our Company.

Response:
Denied

119) 15.0 Warranty & Spare Parts Basic Provision –17.4 Detection of Defects - If NICE Bus requires Our Company to perform warranty covered repairs, Our Company's representative will begin, subject to material availability, within ten (10) working days after receiving notification of a defect from NICE, the work necessary to effect repairs. All we request, is that NICE Bus make the bus available for repair completion in a timely fashion.

Response:
Denied

120) 15.0 Warranty & Spare Parts Basic Provision –17.4 Detection of Defects - Our Company can provide a fleet defect coverage for the the limited base bus warranty period of 1 year/50,000 miles whichever occurs first.

This fleet defect warranty coverage would not apply to wear and tear items, contract specified components or major components such as the engine, transmission, and HVAC.

Major component manufacturers will not recognize and/or participate in fleet defect clauses, However, if the fleet defect specified percentage is reached on a major component, Our Company will fully support and shall assist NICE with obtaining a remedy from the major component manufacturer. If a remedy to a Fleet Defect proposed by the manufacturer is not acceptable to NICE, acting reasonably, Our Company shall use commercially reasonable efforts to work with the major component manufacturer to develop an alternative remedy that is acceptable to the NICE, acting reasonably.

Response:
Denied

121) 15.0 Warranty & Spare Parts Basic Provision –17.5 Fleet Defects - NICE and Our Company shall mutually agree to and Our Company shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

Response:
Denied

122) 15.0 Warranty & Spare Parts Basic Provision –17.6 Correction of Defects - Within thirty (30) days of receipt of notification of a fleet defect, unless an extension is granted, Our Company shall provide NICE with a plan, acceptable to NICE, specifying how and when all buses with defects shall be corrected.

Response:
Denied

123) 15.0 Warranty & Spare Parts Basic Provision –17.6 Correction of Defects - Our Company will repair fleet defects in an efficient and timely manner and will make every attempt to meet the "ageed to" timeframes however, due to the possible degrees of fleet defect complexity, we cannot agree to pay liquidated damages on fleet defects.

Response
Denied

124) 15.0 Warranty & Spare Parts Basic Provision –17.6 Correction of Defects - The warranty on items determined to be fleet defects shall be extended for the basic warranty time period or miles, whichever comes first. Components covered by extended warranty programs beyond basic warranty are not included in the fleet defect category. The additional warranty shall begin on the date a fleet defect was determined to exist or on the repair/replacement date for corrected items.

Response:
Denied

125) 15.0 Warranty & Spare Parts Basic Provision –17.8 Bus manufacturer's Representative - Our Company will provide a Regional Product Support Manager to work with NICE Bus as needed for the first bus delivery and until the last bus has been delivered and accepted. In addition, the Regional Product Support Manager will be available as needed throughout the warranty period and can be contacted via phone or e-mail and normally responds within 24 hours. If Our Company representation is required on-site, Our Company will have on-site support as soon as possible. The Regional Product Support Manager will be provided in lieu of a full-time qualified factory authorized service personnel.

Response:
Denied

126) 15.0 Warranty & Spare Parts Basic Provision –17.8 Bus manufacturer's Representative - Our Company will provide the parts and tools required to complete warranty repairs, but when possible, we request approval that NICE provide shop space to so we can complete the repairs. This allows us to work with NICE in order to return the bus to revenue service as quickly as possible. If shop space is unavailable, Our Company will utilize contractors with their own service facilities in the NICE area to perform the repairs and get the buses back into revenue service as soon as possible. Our Company will utilize these contractors in the area in lieu of having a designated service center.

PLEASE NOTE: Major component repairs for the Engine, Transmission, and HVAC must be performed at the authorized warranty repairs centers of these components as mandated by these suppliers warranty terms & conditions..

Response:
Approved

127) 15.0 Warranty & Spare Parts Basic Provision –17.8 Bus manufacturer's Representative - Our Company will work with NICE on most warranty covered repairs, but the majority of the warranty repairs should be performed by NICE's trained personnel with reimbursement by Our Company. Our Company will provide a Regional Product Support Manager to work with the NICE on warranty related issues as needed, however, Our Company cannot provide a record of Bus manufacturer's personnel working within NICE property to the NICE supervisor on site on a daily basis.

Please note: The following major component equipment suppliers (engine, transmission, HVAC and destination sign suppliers) mandate that all warranty repairs be performed by an authorized dealer of their components (and not Our Company or NICE) unless NICE is an authorized warranty center. If NICE elects to perform these repairs, without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided.

Response:
Denied

128) 15.0 Warranty & Spare Parts Basic Provision –17.9 Repair Procedures - Our Company will work with NICE on most warranty covered repairs, but the majority of the warranty repairs should be performed by NICE's trained personnel with reimbursement by Our Company. Our Company will provide a Regional Product Support Manager to work with the NICE on warranty related issues as needed.

Please note: The following major component equipment suppliers (engine, transmission, HVAC and destination sign suppliers) mandate that all warranty repairs be performed by an authorized dealer of their components (and not Our Company or NICE) unless NICE is an authorized warranty center. If NICE elects to perform these repairs,

without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided.

Response:
Approved

129) 15.0 Warranty & Spare Parts Basic Provision –17.10 Repairs by Bus Manufacturer - Our Company will provide the parts and tools required to complete warranty repairs, but when possible, we request that NICE provide shop space to so we can complete the repairs. This allows us to work with NICE in order to return the bus to revenue service as quickly as possible.

When warranty repairs are required, NICE and the Our Company's representative shall agree within five (5) days after notification on the most appropriate course for the repair and the exact scope of the repair to be performed under the warranty.

Response:
Denied

130) 15.0 Warranty & Spare Parts Basic Provision –17.10 Repairs by Bus Manufacturer - Our Company will agree to cover reasonable towing costs for 1-year/50,000 miles (whichever occurs first). However, it should be noted that some limitations and exclusions may apply (e.g., Our Company does not cover towing as a result of a Major Component failure and labor for driving buses).

Response:
Denied

131) 15.0 Warranty & Spare Parts Basic Provision –17.12 Parts Used - If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by NICE's personnel with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem.

Response:
Approved

132) 15.0 Warranty & Spare Parts Basic Provision –17.13 Bus Manufacturer Supplier Parts Our Company will utilize our own parts warehouses throughout the United States including warehouses located in our regional facilities to ship parts quickly as possible to support it's warranty obligations.

Our Company will send all warranty coach down parts pre-paid to NICE via overnight priority whenever possible and all other warranty parts will be expedited and direct shipped when required, as long as parts are ordered under Our Company's warranty process.

Response:

Approved

133) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.15 – Reimbursement for Labor – The labor hours will be determined using Our Company's Standard Repair Time Manual. If the labor hours for a particular repair are not listed in the Manual, the labor hours will be negotiated between NICE and Our Company's Regional Product Support Manager (RPSM).

Reimbursement shall not include diagnostic/ troubleshooting time as this is a non-recoverable expense.

The warranty labor adjustment for each year not exceed the Producer Price Index (1413 Truck and Bus Bodies) for that year.

Our Company will agree to cover reasonable towing costs for 1-year/50,000 miles (whichever occurs first). However, it should be noted that some limitations and exclusions may apply (e.g., Our Company does not cover towing as a result of a Major Component failure or transportation).

Response:
Denied

134) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.15 – Reimbursement for Labor – Our Company will reimburse The City for warranty labour and parts within 60 (sixty) days of receipt of Approved warranty claim and failed components.

Response:
Denied

135) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.16 – Reimbursement for Parts –
Our Company agrees to reimburse the NICE for parts at the current published price plus taxes and handling; however, Our Company requests that the handling costs are capped at \$100/claim.

As handling charges are non-recoverable expense, capping each claim at \$100.00 will limit the incremental cost added to the unit selling price to cover these additional expenses.

Response:
Denied

136) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.17 – Reimbursement for Towing –
Our Company will agree to cover reasonable towing costs for 1-year/50,000 miles (whichever occurs first) and will reimburse at the actual towing cost. However, it should be noted that some limitations and exclusions may apply (e.g., Our Company does not cover towing as a result of a Major

Response:
Denied

137) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.17 – Reimbursement for Towing –
Our Company will reimburse NICE for warranty labour and parts within 60 (sixty) days of receipt of Approved warranty claim.

Response:
Denied

138) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.18 – Warranty after Replacement or Repairs – If any component, unit or subsystem is repaired, rebuilt or replaced by Our Company or by NICE's personnel with the concurrence of Our Company, the subsystem shall have the unexpired warranty period of the original subsystem.

Response:
Approved

139) Section 15.0 – Warranty & Spare Parts Basic Provision, 17.20 – Data Processing (Entire Section) or Repairs – All warranty claims will be processed in Our Company's iWarranty system. Our easy to use warranty system makes it easy for NICE Bus to submit warranty claims on-line. When required, NICE Bus can process 'coach down' parts through iWarranty and coordinate shipments of parts to the requested location. Our Company will reimburse NICE Bus for parts and labour within 60 (sixty) days of receipt of an Approved warranty claim. Other additional benefits of Our Company's iWarranty system include:

- Instant access to an electronic copy of your warranty;
- Self-service reporting capabilities, run standard reports or build your own custom reports;
- Tracking of warranty claims on a bus-by-bus basis;
- Visibility into the date your claims were paid along with the check number;
- Status updates on parts requests;
- Online maintenance of your warranty account information

Response:
Approved. Contractor shall provide its warranty tracking system to NICE Bus for warranty management.

60 (sixty) days requirement for warranty claim is Denied

140) Capacity; the maximum number of passenger seats that our proposed configuration can accommodate is forty (40) seated passengers.

Response:
Approved

141) Bidder's Affirmation, Paragraph 2.0 - If applicable, Bidder agrees that the amount of the required bid bond, certified check or official bank check...

Please clarify whether or not a bid security is required for Bid V1397.

Response:
No bonds are required for this procurement.

142) Bidder's Affirmation, Paragraph 4.4 - The undersigned hereby binds itself to acknowledge the Contract and to return an executed copy of the Notice of Award to Veolia, along with the required bonds in the same form as those included in this Contract...

Please clarify what, if any, bonds are required for Bid V1397.

Response:
No bonds are required for this procurement.

143) Bidder's Affirmation, Paragraph 4.4 - The required Form of these Bonds are in Section VIII of these Contract Documents.

The Section VIII cited in this Paragraph 4.4 does not exist anywhere in the solicitation documents for Bid V1397. There is a Section 8, Schedules but, no Section VIII. Please clarify

Response:
No bonds are required for this procurement.

144) Bidder's Affirmation, Paragraph 4.1 - The offer made by the Bidder shall be irrevocable for 90 calendar days after the date on which Veolia opens the same...

This section and paragraph appears to be in conflict with Section 2, Instructions for Bidders, Paragraph 12, which states that "Once opened, Bids may not be withdrawn for 120 days". Please clarify.

Response:
Once opened, Bids may not be withdrawn for 120 days.

145) General Conditions, Paragraph 6, Risk of Loss - Title and risk of loss shall not pass from the Contractor to Veolia until the Goods have been received and accepted by Veolia.

Approval for Veolia to assume risk of loss at time of delivery and signed receipt by Veolia. Prior to this, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. Please note that upon acceptance of each bus by Veolia, the

Contractor warrants that the title shall pass to Veolia free and clear of all encumbrances.

Response:
Approved

146) General Conditions and Bid Price Schedule, Paragraph 30, Options and Evaluation of Options - At NICE Bus sole discretion, NICE Bus will evaluate bids/offers for award purposes by adding the total price for all options (if any) to the total price for the basic requirement and Bid Price Schedule-Options 1-5

Approval to utilize an escalator such as the PPI for purposes of determining the pricing for any buses to be purchased in the Option Years (i.e. Options 1-5). Please note that the SBPG's specifically allows for the use of the Bureau of Labor Statistics PPI for Truck and Bus Bodies, Series No. 1413 (Section SP 3. Options and Option Pricing).

Response:

Unit pricing for options awarded after 2015 and Spare Parts may be adjusted upward or downward, in an amount not to exceed the U.S. Department of labor producer index (PPI) Category 1413, Transportation Equipment, Truck and Bus Bodies, not seasonally adjusted. The percentage difference between the PPI issued in the month of year of the bid opening, and the PPI issued for the month and year of the option award will determine the maximum allowable adjustment of the original unit price. The original unit price multiplied by the index percent change is the maximum allowable price adjustment.

147) Additional Requirements, Liquidated Damages - In the event of delay in the completion of deliveries beyond the schedule as provided for according to the time frame specified in this IFB, the Contractor shall be liable for liquidated damages as specified in Section Six.

Please clarify that the section cited for the Liquidated Damages is Section 6 and not Section Six.

Response:

The section cited for the Liquidated Damages is Section 6.

148) FTA Provisions, Provision – Bonding; Please clarify that there is/are no bonding requirements for Bid V1397. If there is/are bonding requirements, please state specific amounts / percentages. In the event a performance bond is required, please state specific time period for the bond's term.

Response:

No bonds are required for this procurement.

149) Bid Price Schedule, Altoona Test Information - This vehicle has passed the Altoona Test Certification; Approval for the Altoona Test Certification to be for the completion of the Whole Bus test regimen at the PTI's Bus Testing and Research

Center and the inclusion of the relevant STURAA Test Report. Please note that at this time, there are no Pass/Fail criteria in place at the PTI's Bus Testing Center.

Response:

Fail criteria for Altoona Test does not apply to this procurement.

150) Approval to add a section for Regulatory Changes to the Contract documents as follows: "Changes of Law that become effective after the Proposal due date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between Veolia Transportation Services, Inc. dba N.I.C.E. Bus and the Contractor and final Contract Price will be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited where/when required." Please note that the proposed regulatory change language is not inconsistent with the SBPG's language cited in Section GC 9.6.

Response:

Any change or modification made during the term of the contract will be mutually agreed by Transdev Services, Inc. d/b/a N.I.C.E. Bus and the Contractor. Changes or modifications made shall be subject to IFB terms and conditions.

151) Section 6, Technical Specifications; Assumption of Risk Loss - The Contractor shall have risk of loss of the bus, including any damage sustained during the common carrier driveway operation or other bus delivery system.

Approval for risk of loss to pass to N.I.C.E. upon a signed delivery receipt.

Response:

Approved

152) Section 6, Technical Specifications; Liquidated Damages - in the event of delay in the completion of deliveries beyond the dates specified in this IFB and not subject to the contract unavoidable delays clause, Veolia shall assess as liquidated damages of \$300.00 per calendar day per bus, not including Saturday, Sunday or holidays.

Approval of \$125.00 for the liquidated damages amount.

Response:

Denied. Liquidated damages remain unchanged.

153) 1.4, Technical Compartment Information, The Bus manufacturer shall provide a complete preventive maintenance inspection (PMI) format to emulate the NICE's PMI format.

Please provide an example of the NICE PMI format.

Response:

Successful bidder will receive PMI format after award

154) 1.5.1.1, Physical Size, Length: 40 foot

Approval of the following lengths for the 40' product: 1) length over bumpers - 41' 1.5";
2) length over body - 40' 3.5"

Response:
Approved

155) 1.5.1.2.1, Underbody Clearance - Approach Angle shall be no less than 9 degrees

Approval of a front departure angle of 9 degrees without a skid plate and 8.7 degrees with a skid plate

Response:
Approved

156) 1.5.1.2.1, Underbody Clearance - Departure Angle shall be no less than 9 degrees

Approval of a rear departure angle of 8.7 degrees

Response:
Approved

157) 1.5.2.1, Underbody Clearance - Front brake

Approval of a 9 degree break over angle between the axles

Response:
Approved

158) 1.5.4, Capacity - Rated capacity of the standard configuration bus shall be no less than forty-three (43) seated passengers with the standard seating arrangement. Bidder's attachment to the question requested a 40 passenger seating arrangement.

Response:
Approved

159) 1.5.5.7, Manuals - Manuals shall be provided in accordance with section 6.12 Manuals and Parts Lists of this specification.

Please clarify the reference to section 6.12 Manuals and Parts Lists. There doesn't appear to be a section 6.12.

Response:
Clarification - Manuals and Parts list should be listed as 32.4 instead of 6.12

160) 1.5.5.7, Manuals - (Deliverable, See Appendix No. 1, Items D50-D61)

Please clarify the reference to Items D50-D61 in Appendix No. 1. Appendix No. 1 has 54 items total and stops at D54.

Response:

Clarification - Appendix 1 should be D50 - D54, as there are no Deliverables from D55 - D61

161) 1.6.1.2, Manuals - (Deliverable, See Appendix No. 1, Items D50-D61)

Please clarify the term "frame".

Response:

Clarification - Frame is the part of the bus build in which the body is mounted.

162) 1.6.1.2, Manuals - Frame and sidewalls shall be corrosion resistant for the life of the bus

Please clarify the term "corrosion resistant"

Response:

Clarification - Corrosion Resistant – withstanding deterioration including rust from surrounding elements, oxidation, and chemical reactions

163) 1.6.1.4, Decals, Numbers and Signs - Decals, numbers and signs must be quality of Seifert Transit Graphics or NICE Approved equal...

Please provide contact information for Seifert Transit Graphics including, contact person, phone, email, etc.

Response:

6133 Judd Rd, Oriskany, NY 13424
(315) 736-2744

164) 1.6.2.1, Structure - The structure of the bus shall be stainless steel series 304...

Bidder is prepared to comply with this requirement for a 304 Series stainless steel structure including, the chassis, sidewalls and roof structure as well as provide the relevant Altoona Test Report evidencing Whole Bus Testing of a 40' xxx Model CNG propelled bus with 304 Series stainless steel bus structure. However, if a non-stainless steel chassis/body construction is approved by NICE for one or more other bus manufacturers, we hereby request approval of an integrated chassis and body construction fabricated from high strength carbon steel that is subject to a state-of-the-art corrosion protection system.

Response:

Approved

165) 1.6.2.7, Towing - The towing provisions, when used with a load equalizing sling, shall withstand tension loads up to 1.2 time the curb weight within 20 degrees of the longitudinal axis of the bus without permanent deformation.

Approval for the rear towing provisions to accommodate flat towing and lifting only in emergency situations and only for short distances such as to remove the bus from a ditch or embankment.

Response:
Denied

166) 1.6.4.7, Construction - Wainscot

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Response:
Question is missing

167) 1.6.5.4, Strength - All floor fasteners shall be stainless steel and serviceable from one side only.

Approval of Floor-Tight brand Huck type floor stainless steel fasteners. The proposed Huck type fasteners and corrosion prevention coating has been industry proven with hundreds of buses being outfitted with this sub-floor fastening system and no known issues reported to date.

Response:
Denied

168) 1.6.9.1, Service Compartments and Access Doors -

Flooring material shall be flush with the floor and shall be edge bound with stainless steel or anodized aluminum to prevent the edges from coming loose.

Response:
Denied

169) 1.6.9.2, Exterior - Flooring material shall be flush with the floor and shall be edge bound with stainless steel or anodized aluminum to prevent the edges from coming loose.

Approval for the battery compartment door to be excluded from this requirement owing to the need for emergency access.

Response:
Question is not clear. Information is not available for a proper response.

170) 1.6.9.2, Exterior - Latch Handles shall be flush with or recessed...

Approval for the latch handles to be surface mounted.

Response:
Denied

171) 1.6.9.2, Exterior - The access doors shall be held shut by means of inert gas cylinders and locks.

Approval for the access doors to be held shut by means of inert gas cylinders or locks.

Response:
Denied

172) 1.6.9.2, Exterior - No electrical equipment other than the battery cables shall be located in the battery compartment.

Approval for the following equipment to be located in the battery compartment: 1) Battery disconnect switch; 2) Manual re-set circuit breakers

Response:
Approved

173) 1.7.1.1, Control - A green light near door shall illuminate whenever door is enabled.

Please clarify whether or not touch bars are required. The requirement for a green light near rear door seems to indicate a touch bar system is required.

Response:
Clarification – No. Touch bars are not required.

174) 1.7.2.2, Windshield Washers - The windshield washer system shall have a capacity between a five (5) and a ten (10) gallon reservoir easily accessible from filling from the exterior of the bus.

Approval of a 2.5 gallon reservoir for the windshield washer system and meeting all other requirements of this section. The proposed 2.5 gallon reservoir is the largest capacity available.

Response:
Denied

175) 1.7.3.1, Exterior Lighting - Lights mounted on the engine compartment doors...

Approval for the rear light arrangement to be mounted such that the lights are installed on the rear pillars. The proposed location of the rear light arrangement will ensure that vibration will not become a factor in diminishing the life expectancy of the lamps.

Response:
Approved

176) 1.7.3.1, Exterior Lighting - The bus shall be equipped with a bus stop warning system consisting of two (2) additional sets of elongated LED lamps with yellow lenses, mounted in the rear engine compartment door.

Approval for the two (2) elongated LED lamps to be mounted in the lower portion of the rear attic compartment door. The proposed location offers higher chances of visibility.

Response:
Approved

177) 1.7.3.6 - Instrumentation, - Area 2: Operational controls and switches, including but not limited to emergency controls and flasher, rear view mirror, and lighting switches...

Approval for the following...

Response:
Question is missing.

178) 1.9.2., - Passenger Seats - The bus shall have a minimum seating capacity of forty-three (43) passengers and excludes the Operator's position.

Approval of a 41 seated passenger arrangement. The proposed seating arrangement includes the American Seating Vision seat and meets all other requirements in Section 1.9.2.

Response:
Approved minimum seated passenger capacity as 40.

179) 1.9.2.2 -

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Response:
Question is missing

180) 1.10.2 – Side Windows and Rear Window - all side windows and the rear window...

We would like to clarify that our bus is not outfitted with a rear window.

Response:
Approved, clarification no rear window

181) 2.1.2.1 – Outside Mirrors - In addition to the standard

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Response:

Question is missing

182) 2.1.4.5 – Side Destination Signs

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Response:

Question is missing

183) 2.1.4.5 – Side Destination Signs

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Response:

Question is missing

184) 2.1.4.5 – Side Destination Signs

Clarify

Response:

Question is missing

185) LEFT BLANK BY BIDDER

Approval

Response:

Question is missing

186) 2.1.4.5 –

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Response:

Question is missing

187) 2.1.6 – Next Stop / Stop Request / Exit Signal - Pull Cord Passenger Signal - A passenger "stop requested" signal system that complies with applicable ADA requirements defined in 49 CFR, Part 38.37, shall be provided. The system shall consist of a heavy-duty pull cable...

The pull cord passenger signal system specified in this Section 2.1.6 appears to be in conflict with Section 2.1.1.2, Exit Signal which specifies tape switches and/or press buttons located throughout the bus. Please clarify.

Response:

Clarification - Pull cord system is required, tape switches and buttons as necessary for Wheel Chair customers meeting ADA requirements.

188) 2.1.6 – Next Stop / Stop Request / Exit Signal - In addition, signal "Stop Request" buttons shall be available at intervals to be discussed at the Pre-Production Conference.

Approval for the additional quantity of specified "Stop Request" buttons is determined prior to the scheduled bid opening date and time. This important information is needed in order to properly price the entire stop request and exit signal system.

Response:
Denied

189) 2.4.1.4 – Acceleration - Table 3 - Maximum Start Acceleration Times on a Level Surface

Approval of the following times for acceleration:

0-20 mph - 10.6 Seconds;
0-30 mph - 21.5 seconds;
0-40 mph - 32 seconds;
0-50 mph - 45 seconds;

Response:
Approved

190) 2.4.2.1 – Mounting - Power plant shall be mounted in the rear of the bus in such a manner that the entire power plant and accessories can be removed as a single unit within four (4) hours.

Approval for the engine and transmission without accessories to be removed in eight (8) man-hours.

Response:
Denied 6 hours is acceptable.

191) 2.4.2.2 – Accessories - the brushless alternator...shall be directly driven by the engine

Approval for a V-belt driven alternator. Please note that the proposed drive for the alternator is a critical design issue and can't be changed without significant engineering effort

Response:
Approved

192) 2.4.3.3 – Transmission - A large remote mounted, shell and tube, re-buildable heat exchanger... approval of a remote mounted heat exchanger that is not re-buildable but,

Response:
Denied

193) 2.6.1 – General Requirements

Question is missing

Response:
Question is missing

194) 2.7.2 – Turning Radius - Outside body corner turning radius for a standard configuration forty (40) foot long bus shall not exceed 42 ft. (outside front axle TRO).

Approval of a 44' outside body turning radius (TRO).

Response:
Approved max of 44 ft.

195) 2.9.1.2 – Tires - Based on the design weight, load and speed requirements of the bus, the bus manufacturer shall provide NICE with the tire size and tire type after contract award.

Contractor wishes to advise NICE that it will be providing a Michelin 305/70R22.5 type and size tire for the bus model it plans to bid for Bid No. V1397. The proposed tire type and size is appropriate for the design weight, load and speed requirements intended for this bus model.

Response:
Denied, NICE to provide tires

196) 3.1.2 – Installation - Valve system design shall be functionally engineered to interface with NICE's ITS leakage detection and Yard Management System.

Please provide contact information for the specified ITS leakage detection and Yard Management System, including, contact person, phone, email, etc.

Response:
Clever Devices LTD.
300 Crossways Park Drive, Woodbury, NY 11797
(516) 403-8326

197) 3.1.6.3 – CNG Fueling Port Access - The fueling port shall be located 38 feet ...

Approval for the CNG fueling port to be approximately 31 feet behind the centerline of the front door on the curb side of the bus.

Response:
Denied

198) 3.2.3 – Rear Bumper - The three part rear bumper and its replaceable bumper extensions shall be shaped...

Approval of a 3-piece rib and rail construction energy absorbing rear bumper that allows for individual component service replacement. Please note that the proposed bumper construction does not allow for bumper extensions which are unnecessary.

Response:
Approved

199) 3.3.1.1 – Modular Design - Any wire passing through the rear firewall or upper compartment shelf shall be protected with a waterproof and fireproof connection.

Approval of Nelson FSP intumescent fire stop putty for wires passing through the rear firewall or upper compartment shelf. The proposed putty forms an immediate fire seal and when exposed to fire, the intumescent material expands to seal voids caused by deteriorating cable jackets and thus maintaining the seal and preventing the passage of fire or smoke to adjacent areas.

Response:
Approved

200) 3.4.1 – General Requirements - All circuit breakers with the exception of the headlight circuit, which must be an automatic re-setting type, shall be manual reset types.

Approval of a headlight circuit that is fused through the multiplex module. All other circuit breakers are manual re-settable type.

Response:
Approved

201) 3.4.1.1 – Batteries - Batteries shall be easily accessible for inspection and servicing only from outside the bus (curb side).

Approval for the battery compartment and batteries to be located on the left side of the bus (street side) and just aft of the rear axle. The proposed location reduces the lengths and weight of heavy gauge cabling from the battery to the starter motor, etc.

Response:
Approved

202) 3.4.1.1 – Batteries - Batteries must be covered by a full replacement warranty for a period of 4 years

Approval for the batteries to be covered by a full replacement warranty for one (1) from the time the bus is placed into revenue service.

Response:
Denied

203) 3.4.1.2 – Low Voltage Batteries (24V) - The battery terminals and cable ends shall be color coded with red for the primary positive, black for negative and another color for any intermediate voltage cables.

Approval for the primary voltage (24V) to be brown and red for the intermediate voltage (12V). The proposed color coding of cable ends is standard on our bus

Response:
Approved

204) 3.4.1.3 – Lockable Master Battery Switch -

Please clarify what is meant by the use of the word "Lockable" in the title of this section. There is nowhere in the specification language for this particular section that addresses locking of the master battery switch.

Response:
Clarification - Battery switch must be pad lockable in off position for OSHA lock-out tag-out.

205) 3.5.2 – System Performance - HFC - R134A

Approval of R407C refrigerant for a more efficient refrigerant.

Response:
Denied

206) 3.5.4 – Heating and Ventilation

Please clarify whether or not an auxiliary coolant heater is required.

Response:
Not required

207) 3.5.14 – Entrance / Exit Area Heating - Entire Section

This section addresses only the heat to be supplied to the entrance area of the bus. Since the title of this section specifically includes the exit area in addition to the entrance area, please clarify the requirements for the exit area heating.

Response:
Clarification - Exit area will be heated via normal bus interior heated system

208) 3.5.15 – Floor Level Heating - Entire Section

This section is titled "Floor-Level Heating" but, the specification language only addresses the cooling mode of the interior climate control system and only seems to address the introduction of air into the bus at or near the ceiling height. Please clarify.

Response:

Clarification – Technical Spec will be updated to reflect cooling and heating mode

209) 3.7 – Bus Mounted Data - Each bus shall have a CAD-AVL system to be installed post acceptance and provided by NICE Bus.

Please clarify that the bus manufacturer will only be responsible for providing the wiring/cabling provisions for the CAD-AVL system

Response:

Clarification – Yes. Bus manufacturer shall be responsible for wiring/cabling provisions for CAD/AVL System,

210) 3.5.11 – Multi-Format Reader Device - Entire Section

Please clarify that the CAD-AVL system will be purchased by NICE Bus in addition to being

Response:

Confirmed NICE will provide and install CAD/AVL system

211) 17 – Subsystems and Components

Response:

Question is missing.

212) 17 – Subsystems and Components - Should the Bidder desire to delegate warranty responsibility to the Bidder's suppliers (engine, transmission, HVAC, etc.) or to others, the Bidder must request warranty delegation authorization as a Request for Approved Equal.

Approval for pass-through of warranties for the following components:

1. Engine
2. Transmission
3. Axles
4. HVAC
- 5.

Response:

Contractor shall be responsible for all NICE Bus warranty claims.

213) 17.6 – Correction of Fleet Defects

Approval for the parts, component or sub-system to be replaced as a result of fleet defect to have the unexpired warranty period of the original part, component or sub-system.

Response:
Approved

214) 17.8 – Bus Manufacturer’s Representative - The Bus manufacturer shall be responsible for having and/or designating a suitable service center for its representatives, located in Queens, Nassau County or Suffolk County.

Response:
Question is missing.

215) 23.5 – Complete Bus - the bus is warranted and guaranteed to be free from defects and related defects and for one year or 50,000 miles, whichever comes first.

This section seems to be in conflict with Section 16.0, Complete Bus on Page 155 which states that "The bus shall be warranted and guaranteed to be free from defects and related defects for three (3) years or 150,000 miles, whichever comes first..." Please clarify.

Response:
See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

216) 24.1 – Transportation Training - The Bus manufacturer shall have at least one qualified instructor who shall be available at NICE Bus property for a total of ten (10) calendar days between the hours of 8:00 am and 4:00 pm EST per day for a total period of two (2) months prior to and four (4) months after the acceptance of the first delivered bus.

Please clarify that the transportation training requirement is for a total of ten (10) calendar days and can be administered at any time during the 6 month period of time cited in this section.

Response:
Clarification - the transportation training requirement is for a total of ten (10) calendar days and can be administered at any time during the 6 month period of time cited in this section, at NICE Bus sole request.

217) 24 – Training Specifications - Transportation and Maintenance Training and Training Presentation and Materials

Approval for the Training Specification requirements to be priced as a separate line item on the Price Schedule. The proposed handling of the training pricing will ensure that

Response:
Denied

218) 32.5 – Requirements - Transportation and Maintenance Training and Training Presentation and Materials

Approval for all manuals requirements to be priced as a separate line item on the Price Schedule. This proposed handling of the manuals will allow NICE Bus to purchase a complete set of manuals for each group of buses its orders and know the exact price of the manuals when doing so. Please note that all updates to the manuals will be provided at no charge.

Response:
Denied

219) 35 – Parts Cross Reference - The Bus Manufacturer shall furnish as part of the Contract the manuals and material/parts cross-reference list as indicated below...

Approval for the providing a cross reference list but, without the part number of the original manufacturer of the part or component as this type of information is vital to. The bus manufacturer will only provide this important and critical original manufacturer part number in the event the Contractor fails to deliver parts ordered by NICE Bus within 30 days of the agreed-upon delivery date. Then, the Contractor will provide the original supplier's and/or manufacturer's part number(s) for the part(s) ordered.

Response:
Approved

220) 47 – Certification - All delivered vehicles meet NYS DOT requirements - See Appendix 4 - Bus Vehicle Requirements Title 17

This section cites "Appendix 4" but, this particular appendix does not appear to be included in the solicitation document. Please clarify.

Response:
Clarification: Appendix 4 has been omitted from Technical Spec.

221) 47 – Certification - All delivered vehicles meet NYS DOT requirements - See Appendix 4 - Bus Vehicle Requirements Title 17

Contractor respectfully requests a copy of NYCRR Title 17 Motor Carrier Safety document be provided.

Response: -
Bidder needs to obtain current version of NYCRR Title 17 Motor Carrier Safety document as applicable for NYS DOT.

222) 4, INSURANCE REQUIREMENTS;
Contractor shall maintain the following insurance throughout the contract period:

1. Commercial General Liability insurance to include Premises/Completed Operations, Contractual, Personal Injury liability and Independent Contractors with minimum limits of 5M per occurrence and 5M aggregate
2. Auto Liability coverage to include owned, non-owned and hired vehicles, with a minimum combined single limit of 1M
3. Workers' Compensation-state statutory limits with a minimum of \$1,000,000 Employers Liability
4. Automobile Liability and Commercial General Liability shall name Veolia Transportation, Inc. its affiliates and subsidiaries, The County of Nassau and their respective officers, agents, employees and volunteers as additional insured's.
5. All policies shall be primary and non-contributory and include a waiver of subrogation in favor of Veolia Transportation, Inc. its affiliates and Subsidiaries, The County of Nassau, and their respective officers, agents, employees and volunteers.
6. All policies shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of the policy (10 days in the event of non-payment)
7. A certificate of insurance will be required prior to any work being performed. All insurance companies shall possess an A.M. Best Rating of A VII or higher

We maintain and pay the premiums for insurance of the types and limits it deems sufficient for its protection. Enclosed is a copy of our Certificate of Liability Insurance for your information and approval.

Response:
Denied.

223) 4, PAYMENT INFORMATION, ITEM 3.2; In addition to the invoice being accurate and commensurate with the Work performed, the following daily, weekly and/or monthly information for the previous month shall be furnished by the Contractor, to Veolia, unless specifically waived by Veolia in order for the invoice to be deemed a proper invoice by Veolia:

- Detailed Contract Schedule
- Certified Payrolls
- Submittals Register
- Weekly Progress Reports
- DBE Participation Forms

Should any of the foregoing requirements be furnished by the Contractor and found unacceptable by Veolia, the Contractor shall be notified of such and the requirement shall be considered as not being received by Veolia.

We request a waiver to delete the requirement to supply the above information with the invoice documents in order to prevent any delay in the payment process for each vehicle. The requirements listed are usually required with public works contracts. If we are the successful bidder we will provide a Detailed Contract Schedule during the pre-production meeting to discuss the manufacture of the vehicles.

Response:

Waived for this procurement.

224) 6, TECHNICAL SPECIFICATIONS, TITLE; Adequate documents, including Bills of Sale for securing the bus and the Title in the name of Nassau County, Mineola, NY shall be provided to Veolia at least thirty (30) working days before each bus is released to the common carrier driveway.

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

Response:

The Manufacturer's Statement of Origin (MSO) document is acceptable and is required thirty (30) days prior to delivery.

225) 2 – INSTRUCTIONS FOR BID PRICE SCHEDULE, a); Prices shall remain firm fixed throughout the contract term including the option year(s), if exercised by Veolia

In order to best serve the interest of the Procuring Agency and to assist in properly determining and comparing the base bid prices for this procurement, we request use of the "Total Year One" price as the basis of the price evaluation.

For multi-year procurement the use of the Producer Price Index, Category 1413 WUP Truck and Bus Bodies (PPI 1413), is standard practice in the transit industry to adjust the price of future orders (years 2, 3, 4, and 5), based upon the change in economic conditions from the date of contract award to the date the option order is placed.

The use of the PPI 1413 avoids the need for bidders to make arbitrary inflation estimates which unnecessarily raises the option bus prices quoted, thereby increasing the total cost to the Procuring Agency. This price adjustment method allows for a mutual sharing of project risk; minimizes the bus bid price due to the removal of the need for bidders to make assumptions; provides you with an "apples to apples" comparison of Total Year One prices, and provides for more responsible bids from potential suppliers that will assure a successful project completion.

We request approval to use the PPI 1413 to adjust prices for all option bus orders placed in years, 2, 3, 4, and 5.

Response:

Unit pricing for options awarded after 2015 and Spare Parts may be adjusted upward or downward, in an amount not to exceed the U.S. Department of labor producer index (PPI) Category 1413, Transportation Equipment, Truck and Bus Bodies, not seasonally adjusted. The percentage difference between the PPI issued in the month of year of the bid opening, and the PPI issued for the month and year of the option award will determine the maximum allowable adjustment of the original unit price. The original unit price multiplied by the index percent change is the maximum allowable price adjustment.

226) 2, b) PRICE SCHEDULE NOTES – LOCAL LICENSES; Licenses/Certifications: Contractor shall have all licenses and certifications required by local ...

We request information on any "local licenses and certifications" - County and City laws, ordinances, rules, regulations, standards, and orders of any public authority that may apply to this procurement.

We are unable to retain a library below the State level covering all 50 States relating to local rules and regulations.

Response:

To our knowledge, there are no local licenses/certifications required for this procurement.

227) 8 – SCHEDULE III – AUTHORIZED AGENT (form); The Bidder hereby designates the following individual at the following address in the State of New York as its agent for the purpose of receiving any written notice required to be served per the Contract Documents, including Notice of Award, and for receiving service of any and all legal processes resulting from this Contract:

OUR COMPANY LLC is located in USA. We are a 100% U. S. owned and operated manufacturing company, and are the manufacturer and seller of the transit vehicles proposed for this procurement. We are an authorized TVM (TRANSIT VEHICLE MANUFACTURER) Approved by the FTA to participate in federally funded procurements.

We request approval to delete the requirement to obtain a State of New York agent to be served documents, including the Notice of Award, and to send all legal process documents directly to our offices, located at one (1) location only:

OUR COMPANY ADDRESS

Response:

Delete Authorized Agent Form from the IFB package: Authorized Agent is not a requirement for this procurement.

228) 5, NOTIFICATIONS - PAYMENT – 3rd paragraph; upon approval of an invoice for payment (or partial payment based on adjustments to an invoice amount as provided

herein), Veolia shall submit the invoice to the Funding Entity and request payment of the Approved amount. Because this procurement is funded with federal, state and local grant funds, Contractor acknowledges that the Funding Entity may require thirty (30) days or more to receive funds to be used in payment for an Approved invoice, and that Contractor shall not be entitled to payment until Veolia receives payment from the Funding Entity. Within three (3) days of receipt of funds from the Funding Entity to pay an Approved invoice, Veolia shall transfer such payment to the Contractor.

We request confirmation that the Veolia/Transdev shall make payment as follows:

1. Payments for buses at the unit prices itemized in the price schedule within 30 calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.
2. Payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30 calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.
3. The Contractor may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate not to exceed the prime rate of interest published by The Wall Street Journal on the 10th day.

This is the current industry standard and APTA recommended wording.

Response:
Denied.

229) 1.5.4 Capacity, Rated capacity of the standard configuration bus shall be no less than forty-three (43) seated passengers with the standard seating arrangement. SLW and GVWR shall be determined by the seating and standee capacities of the actual arrangement specified.

We respectfully wishes to clarify the maximum seated capacity on our standard 40ft bus is (38) seated passengers as shown in our seating layout.

Response:
Denied – Technical Spec to be revised for capacity of minimum of 40 seated passengers

230) 1.5.5.5 Interchangeability, Components with identical functions shall be interchangeable to the extent practicable. These components shall include passenger window hardware, interior trim, lamps, lamp lenses and seat assemblies. Components with non-identical functions shall not be, or appear to be, interchangeable.

We wish to advise the Agency that most individual parts and major components not specifically affected by bus length and width (actual required component placement) will be interchangeable between bus sizes to the extent practicable.

Exceptions to parts interchangeability provisions between bus sizes can be generated by Agency requested options and/or special equipment requirements as specified in each procurement.

We request approval.

Response:

Approved

231) 1.6.1.4 Decals, Numbers and Signs, Decals numbers and signs must be quality of Seifert Transit Graphics or NICE Approved equal meeting salient characteristics as listed below, graphics shall be applied to the inside and outside of the bus.

We respectfully wish to clarify that we use Corporate Identity Systems for all graphics and layouts. They are a part of the Vomela group and are an authorized 3M dealer and installer. They use "industrial" grade vinyl and decals and their standard non perforated decals come with an exclusive (7) year warranty.

We request approval.

Response:

Decals shall meet the salient characteristics requirements given in the IFB Technical Specifications.

232) 1.6.1.4 Decals, Numbers and Signs; : Two proof books containing a proof sample of each graphic item, placement illustrations as required, full color to scale exterior rendering and color chips shall be provided to NICE for record and inspection purposes.

We respectfully wish to clarify that we will provide a paint layout for approval of the paint and graphics concept prior to execution of purchasing and installing any graphics and/or paint. We request approval in place of providing the provisions of this section.

Response:

To be provided to NICE at PPC

233) 1.6.1.4 Decals, Numbers and Signs: Interior & Exterior Decals (Table)

Our Company respectfully wishes to clarify that we can provide interior and exterior decals as requested, however if specific decals, colors, fonts and types are required we will need all digital artwork in order to re-create said decals. Furthermore, if we are the successful bidder for this contract we will need the agency to develop and provide a schematic of where each decal is to be placed inside our bus.

It is understood that this can be addressed at the pre-production meeting but wanted to clarify what would be required to accommodate this requirement.

Our Company requests approval.

Response:

Approved

234) 1.6.1.4 Decals, Numbers and Signs: Exterior printed perforated decals to have a (2) Year minimum Life Expectancy.

Our Company respectfully wishes to clarify that although the life expectancy of exterior perforated decals is at least (2) years from Corporate Identity Systems, the standard warranty for these type of decals is (1) year. It is understood that this can be addressed at the pre-production meeting but wanted to clarify what would be required to accommodate this requirement.

Response:
Denied

235) 1.6.1.7 Doors: The rear door shall be forward of the rear axle. If used, rear door posts shall include yellow decals warning "do not hold".

Our Company respectfully wishes to clarify that if we are the successful bidder, we will work closely with the agency to identify all interior and exterior decals and requirements

Response:
Approved

236) 1.6.2.1 Strength and Fatigue Life: The structure of the bus shall be stainless steel series 304 and shall be designed to withstand the transit service vehicle conditions typical of an urban duty cycle throughout its service life. The structural frame shall be designed to operate with minimal maintenance throughout the 12-year design operating profile. The design operating profile specified by NICE shall be utilized for this purpose. The series 304 stainless steel basic structure shall withstand fatigue damage that is sufficient to cause Class 1 or Class 2 failure.

Our Company requests approval to provide our modified monocoque body structure made from a combination of aluminum and stainless steel structural elements. For descriptive purposes, the body assembly and the chassis assembly. The body assembly is made from patented aluminum extrusions fastened together with "T" bolts and cast/forged gussets. This assembly includes the sidewall structure, the roof structure with its bonded-on fiberglass roof panel and the rear bulkhead structure.

The chassis assembly (so called because it is designed to function as the understructure as well as the mounting platform for most of the chassis components, suspension, fuel tank, drive system, etc.) is made of welded structural stainless steel.

These two main assemblies are fastened together to form the modified monocoque body shell. This shell is one of the strongest and safest in the industry, as evidenced in Altoona and crash testing, as well as in-use field testing without any structure failures in 14 years.

Response:

Approved

237) 1.6.2.4 Material: All fasteners used shall be certified as actually being the grade marked on head. They shall be manufactured by a reputable firm who has registered their head markings with Fastener Technology International. Samples of all head markings to be used shall be submitted and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 2). Bus manufacturer installed structural fasteners shall be corrosion resistant grade 8 or better (grade 10.9 for metric fasteners) unless it can be shown that Grade 8 is unsuitable for that application.

Our Company respectfully wishes to clarify that although we primarily use Fastenal as our main provider of fasteners, some fasteners are used based on application developed by our strict engineering guidelines and are inspected through our quality control process. However, such fasteners may or may not have the said certifications as required per this contract. Further documentation as well as information on specific fasteners can be obtained during the preproduction meeting if so desired.

Our Company requests approval.

Response:

All standard hardware must be Grade 8 or better, Approved to be discussed at PPC

238) 1.6.2.8 Jacking: Jacking pads located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a 6-inch high run-up block not wider than a single tire.

Our Company requests approval to provide jacking points located on the front and rear axles, rather than jack pads mounted on the frame or body.

This is inherent of the Our Company design and a standard on the Our Company coach

Response:

Approved

239) The Bus manufacturer shall conduct a smoke test on every bus prior to delivery to verify leaks, buses that fail shall be corrected and retested.

Our Company wishes to advise the Authority that we do not conduct a smoke bomb test on the completion of each bus. We believe we provide a reliable (12) year vehicle with a proven history of delivered and operating buses all throughout the country. Altoona test results are available upon request to further qualify these practices.

We do preform a water test on every completed bus but a smoke bomb test can be performed on the pilot bus if required by the Authority.

Our Company requests approval to remove this requirement.

Response:

Will be reviewed at PPC. A water test on every completed bus but a smoke bomb test to be performed only on the first delivered bus.

240) 1.6.3.3 Strength and Installation: All exterior panels above thirty (30) inches shall be fully sealed along all edges to prevent entrance of moisture.

Our Company wishes to advise the Agency that all of the exterior side panels on Our Company's Low Floor bus are aluminum and hinged or fastened to the body frame. The exterior side panels are mated with a smooth straight flat surface which is not lap seamed and does not require rivets or welding. Although all panels provide a nice fit and finish, they are not "fully sealed" and moisture may or may not be able to get behind panels. However, past experience has shown this has no detrimental impact on the life expectancy of the Our Company coach.

Furthermore, aluminum is also used for the exterior skins, due to the fact it is durable and does not rust. The top of the aluminum side panel is fitted into a slot on the full-length extrusion at the window line, while the bottom of the panel is bolted to the frame.

This provides a single structure for the coach sides and because rivets are not used to attach the skin, the body is more stable and less likely to squeak.

Aluminum is also used for lower skirt panels and for access doors, which are hinged panels used to enclose component and accessory compartments around the vehicle.

Our Company requests approval to remove this requirement and provide our standard design and practice as this inherent to the Our Company bus and standard on all Our Company coaches.

Response:

Denied

241) 1.6.4.3 Headroom: Headroom above the aisle and at the centerline of the aisle seats shall be no less than seventy eight (78) inches over front and rear axle and no less than 90 inches at mid bus, except at overhead assists. At the centerline of the window seats, headroom shall be no lower than sixty-one (61) inches. Headroom at the back of the rear bench seat may be reduced to a minimum of sixty nine (69) inches but shall increase to normal ceiling height at the front of the seat cushion.

Our Company respectfully wishes to clarify the following measurements that pertain to this section of the contract:

1. Headroom above the aisle and at the centerline of the aisle seats shall be no less than seventy six point five (76.5) inches over front and rear axle and no less than 90 inches at mid bus, except at overhead assists.

2. At the centerline of the window seats, headroom shall be no lower than fifty six point four (56.4) inches.

3. Headroom at the back of the rear bench seat is a minimum of fifty seven point nine (57.9) inches.

Further information can be provided upon request. Our Company requests approval.

Response:

Denied - 76 inch minimum and at the back of the rear bench seat a 50.45 inch minimum

242) 1.6.4.4 Operator Platform and Operator Barrier: A stainless steel hook and securing straps for the operator's jacket shall be provided on the Operator's barrier.

Our Company respectfully wishes to clarify that our standard coat hook is made of brass material.

Our Company requests approval.

Response:

Approved

243) 1.6.4.7 Modesty Panel & Construction: Modesty panels constructed of smooth finished, gray ABS panels shall be provided at the rear of doorways.

Our Company requests approval to provide any and all interior panels and modesty panels in the bus to be constructed of 1/4" thick melamine.

Rear Door modesty panels will be secured to and supported by a stainless steel frame.

Color selections can be made at the preproduction meeting for all melamine related panels.

The front modesty panel will be constructed of 14% Gray lite Lexan (dark tint).

These are inherent to the Our Company design and a standard on all Our Company coaches.

Response:

Approved

244) 17.1.1 Control: A master door switch, which is not within reach of the seated Operator, shall close the doors, deactivate the door control system, release the interlocks and permit only manual operation of the doors when set in the "OFF" position.

Our Company wishes to advise the Agency for this section that a manual air dump valve is located in a compartment above the front entrance door. The valve handle is rotated manually to release the air to the front door motor and allow the door to be opened.

The rear door release is located in a compartment above the rear passenger doors. By pulling on the red handle, the door is unlocked and can be pushed open.

The Agency's concurrence is requested for this system.

Response:

Bidder must comply with the specifications given in the IFB - 1.7.1.1 Controls. Bidder's system is approved provided the valve handle can be accessed from the exterior of the bus.

245) 17.3.1 Exterior Lighting: The bus shall be equipped with a bus stop warning system consisting of two (2) additional sets of elongated LED lamps with yellow lenses, mounted in the rear engine compartment door. "Deceleration Lights" in rear of bus on engine compartment lift door (see picture below) directly across rear center light.

Our Company requests approval to delete the requirement to provide a rear accident prevention system (deceleration lights) at the rear of the bus because such a system is illegal.

Recent NHTSA Rule Clarification and Notice to all bus OEM's has clearly stated that flashing deceleration light systems cannot be installed by vehicle manufacturers.

Attached is a 1996 NHTSA letter to Our Company, directing that any additional lights (red or amber) must be "steady burning", and not flashing. Also attached are Federal Register pages 31862/3, explaining NHTSA's position of disallowing auxiliary flashing lights requested by Our Company, Our Bus and Flexible. Also attached is a Recall Notice that shows that NHTSA forced Our Bus to do a recall on buses built with flashing deceleration lights. Also attached is an April 2005 NHTSA letter to the Muncie Indiana Transit System which says that a warning flasher system that actuates automatically each time a transit bus stops is not permitted.

DOT's NHTSA has ruled that it is illegal for any vehicle manufacturer (Our Company or any other bus manufacturer) to sell buses with flashing deceleration lights.

Consequently, Our Company requests approval to install auxiliary brake lights (non-flashing) in lieu of the specified deceleration system.

Response:

Approved

246) 17.3.2 Service Area Lighting: The engine compartments shall be illuminated by a minimum of four LED light strips controlled by a toggle switch located near the rear start controls in the engine compartment.

Our Company respectfully wishes to clarify that we will provide (3) LED strip lights to satisfy the requirements of this section of the contract. These three lights provide an abundance of usable light for servicing within the engine compartment area and are controlled by an on/off switch located at the rear run box.

Response:

Denied

247) 17.3.5 Operator Controls: All switches and controls necessary for the operation of the bus shall be conveniently located in the Operator's area. Switches and controls shall be essentially within the hand reach envelope described in SAE Recommended Practice J287 - Operator Hand Control Reach.

Our Company requests approval for our standard dash and operator's area layout Our Company drawing being that SAE J287 is an automotive practice and does not necessarily apply to transit buses.

Please note, some areas of our dash layout are customizable and if we are the successful bidder we will work with the agency to design and develop a layout that best works for the agency while sticking to the Our Company design.

Response:

Approved - will be reviewed with the Contractor at PPC

248) 1.9.2.2 Dimensions: The rear cross bench seats shall be no less than 19" wide.

Our Company requests approval for our standard dash and operator's area layout per Our Company drawing being that SAE J287 is an automotive practice and does not necessarily apply to transit buses.

Please note, some areas of our dash layout are customizable and if we are the successful bidder we will work with the agency to design and develop a layout that best works for the agency while sticking to the Our Company design.

Response:

No less than 18.0 inches Approved, subject to meeting NYS DOT requirements

249) 1.9.2.3 Structure and Design: The underside of the seat and the side wall shall be configured to prevent debris accumulation and the transition from the seat underside to the bus side wall to the floor cove radius shall be smooth.

Our Company wishes to advise the Agency that the flooring in the lower front section and in the raised rear platform area will be installed in a fully sealed butt joint configuration at the side wall.

Our Company requests approval.

Response:

Request for approval does not apply to this section

250) 1.9.2.4 Construction and Materials: Fully dimensioned blueprints of insert covers shall be provided with the bus (Deliverable, See Appendix No.1, and Item D3).

Our Company respectfully wishes to clarify that we will work directly with the procuring agency to provide any and all seat insert replacements upon request; however

blueprints of said inserts/onserts are not an available option from the seat manufacturers.

Our Company requests removal of this requirement.

Response:
Approved

251) 1.10.2.1 Dimensions: The side windows and the rear window shall be a single pane of flush mounted seamless glass.

Our Company respectfully wishes to clarify that we currently do not offer as an option a rear window on any of our coaches.

The standard Our Company design locates the HVAC system as well as the emissions equipment in this general area of our bus and such precludes us from being able to provide a rear window.

This is inherent of the Our Company design and is standard on all Our Company coaches.

Our Company requests approval to remove this requirement.

Response:
Approved – no rear window on bus

252) 1.10.2.2 Materials: Side and rear window glazing material shall be flat glass, 0.1875 or 0.250-inch nominal thickness. The material shall conform to the requirements of ANSI Standard for Type AS-2 Safety Glazing Materials.

Our Company requests approval to provide 1/4" tempered glass rather than laminated safety glass for this section.

Tempered glass is standard with the bonded frame windows (hidden frames) specified for this contract. Our Company provides as a standard, 6 mil film with all bonded frame windows.

Response:
Approved

253) 2.1.1.2 Exit Signal: The chime system shall activate a "Stop Request" sign located on the front upper destination sign door visible to all passengers and the operator.

Our Company respectfully wishes to clarify that our standard location for the stop request sign is located on the aft side of our air tank closeout. A demonstration of this can be provided at the preproduction meeting if necessary. Our Company requests approval.

Response:
Approved

254) 2.1.3.4 overhead: A continuous, full grip, overhead assist shall be provided except forward of the standee line and at the rear door.

Our Company respectfully wishes to clarify that the design of our overhead assists stop at the front wheel wells. We provide several stanchions and grab rails in this general area to help assist with movement and transition into the bus.

This is an inherent design of the Our Company bus and is a standard on all Our Company coaches.

Our Company requests approval.

Response:
Approved

255) 2.1.4.4 Operator Control Console: It shall be recess mounted on the destination sign compartment door, located within easy reach of an average size Operator.

Our Company respectfully wishes to clarify that our standard location for the destination sign controller is conveniently located above the driver at dash panel #11. Our Company requests approval to provide at our standard location.

Response:
Approved

256) 2.1.6 Next Stop Sign / Stop Request / Exit Signal : The internal LED display sign shall also be used to display "Lift Requested" when the passenger chime is activated provided there are separate outputs on the vehicle to designate different chimes for Stop Requested and Lift Requested.

Our Company respectfully wishes to advise the agency that we no longer provide wheelchair "Lifts" and will provide a wheelchair ramp located at the front door.

Furthermore, unless programmable or controlled through another source, our standard stop request sign only displays "Stop Requested" when prompted by an ADA location.

Our Company requests approval of the Lift Ramp and the removal of the "Lift requested" for passenger chime activation.

Response:
Stop request needs to be installed at ADA locations, Approved to remove lift request

257) 2.4.2.1.1 Service : Location and installation of air filter shall be determined and Approved by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 13).Our Company respectfully wishes to clarify there are no options available for the location and installation of our air cleaner and filter

asm. This component and filter are located at the rear curbside engine access door for ease of access to maintenance personnel.

This design is inherent to the Our Company bus and is the standard on all of our coaches.

Our Company requests approval.

Response:
Approved

258) 2.4.2.1.1 Service: Engine oil and transmission fluid filler caps shall be closed with spring pressure or positive locks.

Our Company requests approval to provide twist on engine and radiator filler caps as seen below. Each cap is designed to provide a positive lock which prevents leakage. Each cap is securely tethered to each fill neck assembly to prevent loss or misplacement of the caps while filling. Our Company requests approval of our proven standard installation

Response:
Approved

259) 2.4.3.1 Engine: The engine shall operate for five (5) years or three hundred thousand (300,000) miles (whichever comes first) on the design operating profile without major failure or significant deterioration. Components of the fuel and control system shall operate for five (5) years or three hundred thousand (300,000) miles (whichever comes first) without replacement or major service.

Our Company requests clarification as to the intent of this section of the contract. If we are the successful bidder, our bid will include the Cummins ISL-G engine and although this engine may be designed to operate for up to (5) years or 300,000 miles, the standard warranty is only good for (2) years with unlimited miles. Does the agency wish to have an extended warranty for the base bid included with the proposal?

Response:
Yes, include extended warranties in Line Item 13 on your Price Sheet.

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

260) 2.4.3.2 Cooling System: The cooling system shall be part of the electrically driven fan assembly, sized to maintain fluids at safe, continuous operating temperatures during the most severe operations possible with the bus loaded to GVWR and with ambient temperatures up to 120oF.

We propose to use the EMP Electric Fan Cooling system to satisfy the cooling requirements of this bid. Requesting approval.

Response:
Approved

261) 2.4.3.3 Transmission: The bus shall be equipped with a transmission that has a proven record in transit and shall be sufficiently sized to meet the performance requirements of this specification.

Would like to propose the Allison B400R transmission or the Voith D864.5 with our bid.

Requesting approval.

Response:
Approved

262) 2.4.3.3 Transmission, Exterior rear yellow lights shall be on upon release of the accelerator pedal until the brake pedal is applied.

We request approval to provide LED auxiliary brake light(s) 4" in diameter, rather than the decel lights specified.

A recent NHTSA Rule Clarification and Notice to all Bus OEM's has had the basic effect of eliminating decel light systems at the rear of the bus.

Please see Federal Register, Volume 67, and Number 91.

Response:
Approved

263) 2.4.3.3 Transmission: A retarder disable switch shall be accessible only in the front key locked electrical compartment.

Our Company respectfully wishes to clarify that transmission manufacturers mandate that a retarder disable switch must be within reach of the operator. The intent of this requirement is to provide easy access to disabling the retarder switch in times of inclement weather and/or slippery road conditions.

Our Company agrees with this vendor requirement as a possible safety issue and proposes that all Our Company buses are configured in such a way that adheres to this vendor requirement.

Our Company requests approval.

Response:
Denied

264) 2.6.1 General Requirements: water and oil proof fastener chart shall be provided, attached to undercarriage, showing locations and torque specifications of all suspension fasteners.

Our Company respectfully wishes to clarify that we provide a complete Parts and Service manual for each bus build as well as provide a direct toll free line for any Technical assistance the agency may need.

Samples of each type of manual can be provided upon request.

Our Company requests approval to delete this requirement from the contract.

Response:
Approved

265) 3.1.2 Installation: Geo fence controlled valves shall shut off flow to all but one tank upon entering parking buildings at 700 Commercial Ave. Garden City NY and 50 Banks Ave, Rockville Centre NY. Tank shall be opened as buses leave each yard triggered by passing the designated geo fence line. Valve system design shall be functionally engineered to interface with NICE's ITS leakage detection and Yard Management System.

Our Company respectfully wishes to advise the agency that per new 2013 regulations by the NFPA 52, section 6.6.1.1 indicates that any buses with electric tank solenoid valves are equipped with measuring/display system and two solenoid test switches. This system will provide automatic detection of malfunctioning remotely actuated tank valves. We request to remove the requirement to have the CNG tanks controlled by any outside source as there is potential for false pressure readings that could cause confusion and lead to unnecessary service or maintenance.

Our Company requests approval.

Response:
Bidder must meet current NFPA regulations AND must meet NICE Bus requirements

266) 3.3.1 General Requirements: Wiring located under the bus floor shall be eliminated to the extent practicable and where used, shall be determined and require approval by NICE
During the preproduction conference (See Appendix 2, Preproduction Conference, and Item PPC 23).

Our Company respectfully wishes to clarify that most of our main harnesses and wiring are not located under the bus, however there are some including the battery and ABS cabling that are. These cables have a protective cover, are loomed and are installed in such a way that helps to keep them up and away from road spray and other debris. Furthermore; we use an abundant amount of p-clamps and brackets for additional

support as well as providing abs tubing running front to rear for some additional protection.

This design is inherent to the Our Company bus and is standard on all of our coaches.

Our Company requests approval.

Response:
Review at PPC

267) 3.3.1.1 Modular Design: Any wire passing through the rear firewall or upper compartment shelf shall be protected with a waterproof and fireproof connection and shall be determined and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 25).

Our Company wishes to advise the Agency that the Our Company Low Floor bus is fully compliant with all the applicable Federal Motor Vehicle Safety Standards (FMVSS), including FMVSS 302, which is the current industry standard. However, there are no known "fire proof" connections that we are aware of and therefore cannot provide as such.

Our Company requests removal of this requirement.

Response:
Review at PPC

268) 3.3.1.2 Wiring and Terminals: The bus manufacturer shall provide wiring schematic run sheets prior to production of the lead bus and shall provide final as-built drawings prior to production of the 10th bus. The wiring layout shall be determined and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 26).

Our Company respectfully wishes to clarify that wiring schematic run sheets are not typically available until after delivery of the first production bus as there are usually changes made towards the end of the first build that need to be captured and updated to the schematic.

Our Company can supply a sample of wiring schematics prior to the completion of the production build upon request.

Our Company requests removal of this requirement.

Response:
Approved

269) 3.3.1.2 Wiring and Terminals: The wiring layout shall be determined and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 26).

Our Company respectfully wishes to clarify that all wiring harnesses and cables have predetermined routing and installation provisions and cannot be altered or customized without careful review, investigation and approval by Our Company engineering. Although, we will work with the agency on specific requests pertaining to changing any cabling or wiring, all designs are inherent of the Our Company bus and are standard on all Our Company coaches.

Our Company requests removal of this requirement.

Response:
Review at PPC

270) 3.3.1.3 Junction Boxes: A rear start and run control box equipped with CNG tank indicator lights shall be mounted in an accessible location in the engine compartment.

Our Company requests clarification in regards to the request for CNG tank indicator lights.

Response:
Clarification - Indicator lights indicate number of active CNG tanks

271) 3.4.1.1 Batteries: Batteries shall be easily accessible for inspection and servicing only from outside the bus (curb side).

Our Company respectfully wishes to advise the agency that our batteries are located at the front of the bus on the street side. This is inherent of the Our Company bus and is standard on all of our coaches.

Our Company requests approval.

Response:
Approved

272) 3.8 Video Surveillance System: Bus manufacturer shall engineer, furnish, and install the turnkey systems described within this document and shall furnish all equipment, cabling, hardware, and other materials necessary to provide a completed job.

Our Company requests approval to provide the Mobile View 7000 series NVR camera system with a (2) TB HDD to satisfy the requirements of this contract. Please see the following list of exceptions noted from the supplier:

3.8.1.2 - MVN-7300-01-K1 has built-in 802.11 b/g/n to support wireless connectivity. The system is capable of supporting cellular connectivity however cellular equipment is not included in this quote.

3.9.3 - NVR Operating temperature range is 12 degrees F to 131 degrees F

3.9.9 - NVR can be installed horizontally or vertically. Angled mounting is not supported and may void warranty.

3.23 - Changes to camera frame rate and image quality based on time or J-1708 input is not supported

3.26 - DVR HDD Video Retention will be dependent on DVR configuration settings. 2000 hours of video retention before overwrite with all IP cameras may not be feasible.

3.30.1 - LCD monitor is supplied with attached back plate punched to accommodate attachment of a Gimball type mount bracket (Gimball mount bracket is not included)

3.31.1 - Interface of LED Status Module to LCD Monitor is not supported.

3.35.3 - DVR HDD Video Retention will be dependent on DVR configuration settings. 2000 hours of video retention before overwrite with all IP cameras may not be feasible.

3.38 - NVR has built-in 802.11 b/g/n to support wireless connectivity. System is capable of supporting cellular connectivity however cellular equipment is not included in this quote. Additional advanced facility based video management software is required to support advanced wireless features including video requests and health monitoring (advanced video management software is not included and will need to be priced separately).

Warranty - 3 year component warranty (excluding DVR HDD, HDD warranty is one year). Subject to UTC Fire & Security Americas Corporation, Inc.'s (d/b/a Mobile View, hereinafter "UTC Mobile View") standard product warranty and software license, can be provided upon request.

Response:
Denied

273) 8.0 Warranty: Installations and systems shall be covered by a five-year repair or replace warranty.

Upon notification of a failure, warranty repairs shall be made, on weekdays on NICE's premises, within 24 hours of notification.

Our Company respectfully wishes to clarify that all attempts will be made to make warranty repairs within a reasonable amount of time that is agreed upon between the agency and Our Company once determined that is Our Company's responsibility to cure.

Our Company requests removal of this requirement as the (24) hour time period is not enough time to make the necessary personnel arrangements and account for any lead time or supplier back orders that may attribute to a delay in fulfilling this requirement.

Our Company also requests the removal of “Installations and systems” to be covered by a five-year repair or replace warranty as there is no defined camera vendor or supplier for this contract and this term is outside the industry standard warranty period of one year.

Our Company requests approval.

Response:
Denied

274) 9.0 Acceptance: Bus manufacturer through their Surveillance Camera Vendor shall provide certification of each vehicle installed which shall clearly identify equipment installed per bus by model and serial number and shall provide results of proof-of-performance testing witnessed by NICE authorized representative and the aforementioned certificate counter-signed before buses are released from factory for delivery (Deliverable, See Appendix No.1, Item D19).

Our Company respectfully wishes to advise the agency that we install each type camera system per the camera vendor requirements and all current camera systems have been approved by their respective engineering departments.

Furthermore, our engineering and quality control process is of the highest standards and we request that the agency provide in-plant inspectors to work alongside our Quality Control group to monitor test and approve each installation. This is industry standard practice for these types of systems and any issues with the said system would be covered by our standard warranty process.

Our Company requests removal of this requirement.

Response:
Contractor shall be responsible for all NICE Bus warranty claims.

275) 112.2 Fire Detection: The system shall have the capability to detect heat in the engine compartment and battery areas.

Our Company respectfully wishes to clarify that we do not have a means of heat and/or fire detection in our battery compartment as our batteries are located up at the street side front of the bus and away from any typically known heat or fire sources.

Our Company requests removal of this requirement of the battery compartment area.

Response:
Denied

276) 12.7 Installation of Fire Suppression System: The installation drawings, wiring and plumbing schematics, preventative maintenance procedures, parts lists and a

picture of each installed component of the system along with descriptive narrative must be integrated into the bus manufacturer's Parts and Maintenance Manuals. Our Company respectfully wishes to clarify that all vendor manuals are provided separately from any Our Company Parts and/or Service and Maintenance manuals. We can supply samples of these manuals upon request.

Our Company requests removal of this requirement.

Response:
Denied

277) 12.8 Requirements of Fire Suppression System: The FSS system shall have the capability to detect a fire situation, in the engine compartment and energy storage area and initiate a discharge of suppressant agent. The FSS shall have the capability to detect and provide warning to the bus operator.

The FSS shall operate in a manner not to harm bus occupants and shall not restrict emergency exit of the bus.

Our Company wishes to propose the Amerex V-25 Fire Detection and Suppression system for the engine compartment area. Our Company requests approval.

Response:
Approved

278) 13.0 Tools: The Bus manufacturer shall furnish two (2) lists and two (2) complete sets of any special maintenance tools required for maintenance of the system supplied including lists of special diagnostic equipment prior to acceptance of the bus (Deliverable, See Appendix No.1, Item D23).

Our Company proposes to supply a recommended spares and tooling list as a separate line item for any related tools to this build as a way to help keep the cost of the bus down as some tools may or may not be needed. Furthermore, based on past experiences typically most mechanics and/or maintenance personnel already have some of these tools and it is better to purchase separately on an "as needed" basis per agency.

Our Company requests approval.

Response:
Three (3) complete sets of tools per original order and any optional orders during term of contract

279) 16.0 Complete Bus: The bus shall be warranted and guaranteed to be free from defects and related defects for three (3) years or 150,000 miles, whichever comes first, beginning on the in service date of each bus.

Our Company requests approval to provide (1) Years/50,000 mile warranty in place of (3) Years/ 150,000 miles. This is the industry standard.

Response:
Denied

280) 17.1 Warranty Assignment: Should the Bidder desire to delegate warranty responsibility to the Bidder's suppliers (engine, transmission, HVAC, etc.) or to others, the Bidder must request warranty delegation authorization as a Request for Approved Equal.

Our Company would like to clarify that normal warranty work (other than that work required to be performed by sub-suppliers as discussed below) will be performed by the Agency's maintenance department and reimbursed by Our Company at the documented warranty labor rate. In the unlikely event that abnormal warranty is required; Our Company will work with the Agency to resolve any such warranty projects which Agency believes should be repaired directly by Our Company.

Our Company stands behind the quality of our products and we have selected supplier partners who share this belief as well. Our Company routinely assists customers in resolving warranty matters when local vendors are unable or unwilling to provide necessary support by involving Our Company's contacts at either the local service facilities or through the component manufacturer's corporate levels. As the manufacturer of the bus, Our Company would then assist the Agency by specifically calling the vendors directly to get them better focused on resolving the Agency's issues.

The following are the components which Our Company believes should initially be managed by the sub-suppliers:

- Engine, Transmission, Air Conditioning Unit, Axles, Destination Signs, Surveillance Systems, Intelligent Transit Systems, Batteries and CNG systems.

Our Company requests approval.

Response:
Contractor shall be responsible for all NICE Bus warranty claims.

281) Appendix 1, D16: Bus production cannot begin until test results indicate the HVAC system of the bus is compliant and Approved by NICE (See Section 3.5.6, Air Flow).

Our Company requests removal of this requirement from the contract and proposes the Thermo King T14 HVAC System with an S391 screw type compressor and Thermo King EBM brushless motors to satisfy the requirements of this contract. Additional information can be provided at the preproduction meeting if required.

Response:
Approved - subject to meeting IFB requirements.

282) Appendix 1, D17: The bus manufacturer shall provide and install the communication equipment listed in the following NICE BUS COMM HARDWARE

BLOCK DIAGRAM and NICE BUS COMM BILL OF MATERIALS (BOM) (See Section 3.6.1.2, Provide and Install).

Our Company would like clarification as to which section of this contract is required as section 3.6.1.2 states that bus manufacturer “shall provide and install wiring” for the communication equipment listed in the following NICE BUS COMM HARDWARE BLOCK DIAGRAM and NICE BUS COMM BILL OF MATERIALS (BOM) (Deliverable, See Appendix No.1, Item D17).

This is a direct conflict with the statement in Appendix 1 part D17. Please clarify as to which is required.

Response:

Clarification: Bus manufacturer is responsible for mobile router, antennas for IVS and SmartYard Application, Antennas Cabling and wiring that will support components in block diagram, 3.6.1.2

283) 24.3 – Training and Presentation Materials: The Bus manufacturer shall also provide visual and other teaching aides for the use by NICE Bus’s own training staff. All visual and teaching aids will become the property of NICE Bus.

Our Company requests further clarification as to what “training aids” the agency would like included with this contract. There are various training aids available and without further definition, it will be very difficult to understand and meet the needs of this contract.

Response:

Clarification – copy of all training materials used by contractor to train NICE Bus staff shall be provided to NICE Bus

284) 32.4 & 32.5 – Manuals and Parts Lists & Requirements: The Bus manufacturer shall furnish as part of the Contract the manuals and material/parts cross-reference list as indicated below and in accordance with the criteria specified herein (Deliverable, See Appendix No.1, Item D40):

OUR COMPANY requests approval to delete this section because it can be used to harm OUR COMPANY's future business and financial health.

Furthermore, requiring a company to provide information that can later be used to harm it, may be illegal* and certainly does not encourage partnerships or trust.

OUR COMPANY contends that the only valid reason to provide the cross reference vendor/supplier information requested, is if OUR COMPANY is unable or unwilling to meet its obligations of supplying service parts in a timely manner. If this is the Agency's concern then the wording in Section 2.5.4 Parts Availability Guarantee of the new Standard Bus Procurement Guidelines would suffice. This wording requires the

requested information to be provided, only when and if, OUR COMPANY fails to meet its obligations in a predetermined time frame.

(*Similar business impact as the class action lawsuit filed against Apple Computers by its distributors, who provided Apple with proprietary business data which was later used to take business away from them)

Response:

Approved - Contractor shall provide Supplier Manuals for the bus, and for all major components

285) 32.4 & 32.5 – Manuals and Parts Lists & Requirements: In addition to the requirements listed above, as the documents are developed, the Bus manufacturer shall submit one (1) complete set of “AS BUILT” manuals to NICE for review and approval upon the delivery of the first bus (Deliverable, See Appendix No.1, Item D41).

Our Company requests removal of the requirement to provide manuals for any Pilot Bus as these manuals do capture and reflect any changes made or incorporated into the production build and can often lead to confusion by mechanics or other agency personnel when attempting to maintain, service or repair a vehicle.

We propose to deliver all manuals 4 weeks after delivery of the first production bus in a fleet.

Response:

Approved

286) 32.4 & 34.0 – Manuals and Parts Lists & Parts Manuals: The parts manuals shall enumerate and describe every component with its related parts including the Bus manufacturer's part number. Cutaway and exploded drawings shall be used to permit identification of all parts. The drawings shall contain data arranged so that the part numbers can be readily found and identified in the drawing for each system and subsystem component, assembly, subassembly, or piece part, from an orderly breakdown of the complete bus. They shall be indexed by part number and by part name and shall be sufficiently well illustrated to identify items requiring repair, replacement, and storage for use in the maintenance of buses. Isometric exploded views shall be used to identify each piece part (Deliverable, See Appendix No.1, and Item D46).

Our Company respectfully wishes to clarify that although we do provide parts manuals with extensive breakdowns of most components and are shown with Our Company part numbers and illustrations, however there are certain items that cannot be broken down because of proprietary, contractual or other factors not always controlled by Our Company.

However, each Agency is assigned Our Company Parts Representative for the purpose of assisting and obtaining parts, especially those not able to be identified in our Parts

Manuals. We also provide technical service for further assistance in any troubleshooting or diagnosing assistance that may be needed.

Our Company requests removal of this requirement.

Response:

Approved - Contractor shall provide Supplier Manuals for the bus, and for all major components

287) 32.4 & 35.0 – Manuals and Parts Lists & Parts Cross Reference List: The Bus manufacturer shall furnish a complete Parts Cross Reference List of all parts/components used in the assembly of the bus. This list shall include as a minimum, bus manufacturers part number and part name, and the part number of the original manufacturer of the part or component. The Bus manufacturer shall also furnish templates for each of the bus windows.

The Bus manufacturer in coordination with NICE's Authorized Representative shall develop the initial parts cross reference list while the bus is in the process of being manufactured in the Bus manufacturers assembly line. Upon completion of the bus the parts cross reference list shall be delivered to NICE along with the bus (Deliverable, See Appendix No.1, Item D47).

OUR COMPANY requests approval to delete this section because it can be used to harm OUR COMPANY's future business and financial health.

Furthermore, requiring a company to provide information that can later be used to harm it, may be illegal* and certainly does not encourage partnerships or trust.

OUR COMPANY contends that the only valid reason to provide the cross reference vendor/supplier information requested, is if OUR COMPANY is unable or unwilling to meet its obligations of supplying service parts in a timely manner. If this is the Agency's concern then the wording in Section 2.5.4 Parts Availability Guarantee of the new Standard Bus Procurement Guidelines would suffice. This wording requires the requested information to be provided, only when and if, OUR COMPANY fails to meet its obligations in a predetermined time frame.

In addition to the above language, Our Company cannot allow any person or persons to obtain any vendor or OE part numbers, pictures or drawings of any sort while inspecting buses during the build process for any reason whatsoever. We feel this is direct violation of our trade secrets and proprietary information as well as possible contractual obligations to our suppliers. Any person caught violating any of these policies will be asked to leave the property and the agency will need to send a replacement for that person.

(*Similar business impact as the class action lawsuit filed against Apple Computers by its distributors, who provided Apple with proprietary business data which was later used to take business away from them)

Response:

Approved

288) 32.4 & 36.0 – Manuals and Parts Lists & Spare Parts: The Bus manufacturer shall furnish a recommended spare parts list that includes the OEM's part number, Bus manufacturer's part number, description and estimated annual usage for the quantity of buses specified in the contract (Deliverable, See Appendix No.1, Item D48).

Our Company respectfully wishes to advise the agency that we can provide a recommended spare parts list for each order however; this list will not include any cross reference or OEM Part numbers as we feel it can be used to harm OUR COMPANY's future business and financial health.

Furthermore, requiring a company to provide information that can later be used to harm it, may be illegal* and certainly does not encourage partnerships or trust.

OUR COMPANY contends that the only valid reason to provide the cross reference vendor/supplier information requested, is if OUR COMPANY is unable or unwilling to meet its obligations of supplying service parts in a timely manner. If this is the Agency's concern then the wording in Section 2.5.4 Parts Availability Guarantee of the new Standard Bus Procurement Guidelines would suffice. This wording requires the requested information to be provided, only when and if, OUR COMPANY fails to meet its obligations in a predetermined time frame.

Our Company requests removal of this requirement.

(*Similar business impact as the class action lawsuit filed against Apple Computers by its distributors, who provided Apple with proprietary business data which was later used to take business away from them)

Response:

Approved

289) Appendix 1 – D50: The Bus manufacturer shall, with the exception of proprietary parts fabricated exclusively for the Bus manufacturer, give NICE written permission to purchase direct from the manufacture(s) any parts or sub-assemblies used in the manufacturing of buses delivered to NICE in accordance with the contract. This right shall include all exclusive agreements that the Bus manufacturer may have with manufacturers for the exclusive purchase and re-sell of said parts (Deliverable, See Appendix No.1, and Item D50).

Our Company respectfully wishes to advise the agency that this request may be a violation of contractual obligations and/or agreements with our vendors and suppliers and asks that the agency act on its own accord in negotiating with any OE or supplier to obtain parts and/or components if it so wishes. We believe this will keep the integrity of our business and established partnerships with our suppliers while providing the best opportunity for thriving as well as supporting our customers.

Our Company requests approval to delete this requirement.

Response:
Approved

290) Appendix 1 – D50: Following the publication of each manual required herein, the Bus manufacturer shall provide revisions covering any changes, whether required by change of design or procedures or due to error, and these revisions shall be kept current during the warranty period. Manual revisions shall be furnished to NICE before or coincidental with the arrival of any altered parts or components. Upon expiration of the warranty period, revisions shall be furnished to NICE every six (6) months for a period of three (3) years. After the three (3) year period, revisions shall be furnished as they occur until the bus is fifteen (15) years old (Deliverable, See Appendix No.1, and Item D51).

Our Company respectfully wishes to clarify that any updates or revisions made to Our Company parts manuals are sent to the agency without being prompted to help ensure the agency always has the most up to date information for service, maintaining and parts purchases. We propose to send updates for all other manuals on an as needed basis.

Our Company requests approval.

Response:
Approved

291) 1.5.1.2.1 – Underbody Clearance: Departure angle shall be no less than 9°. The Our Company 40 foot low floor model has a departure angle of 8.8 Degrees Our Company requests approval.

Response:
Approved

292) 17.6 Correction of Fleet Defects: The Bus manufacturer shall correct a fleet defect under the procedures specified in Section 17.5, Repair Procedures... Within five (5) days of receipt of notification of a fleet defect, unless NICE grants an extension, the Bus manufacturer shall provide NICE with a plan, acceptable to NICE, specifying how and when all buses with defects shall be corrected.

Our Company requests removal of this requirement as the allowed time frame of (5) days does not provide a reasonable amount of time to research defect, engineer a repair or procure parts.

Our Company requests a minimum of (45) days with the possibility and acknowledgement that some circumstances may require additional time.

Our Company requests concurrence.

Response:

Denied

293) 17.8 Bus Manufacturer's Representative: The Bus manufacturer shall, at its own expense within 48 business hours (on normal business days) and at the request of NICE provide qualified factory authorized service personnel at the NICE facilities for the first bus delivery until the Complete Bus warranty period ends.

Our Company requests approval to supply one qualified field service engineer for a minimum of two days per month for one year. If more time is needed, Our Company will supply the necessary support.

Our Company desires to support our customers at whatever level is necessary to properly maintain our vehicles during the life of the vehicle. Our Company views the relationship between ourselves and our customer as a long-term commitment, and will do everything in our power to live up to that commitment.

Our Company requests approval.

Response:

NICE requires representative within 48 hours on site at their facility of a reported issue and requires 24 / 7 assistance until issue resolved.

294) 17.8 Bus Manufacturer's Representative: The Bus manufacturer shall be responsible for having and/or designating a suitable service center for its representatives, located within Queens, Nassau County or Suffolk County. The facility should have office space with functional communication equipment (telephone, fax and computer capabilities), a parts storage area, and working space for a minimum of two buses. The service center should be secured in a manner to protect NICE property from theft, vandalism and natural disaster, to the extent possible.

Our Company requests approval to supply one qualified field service engineer for a minimum of two days per month for one year in place of the above requirements. If more time is needed, Our Company will supply the necessary support.

Furthermore, we have a Parts facility located in our plant that we use to support the parts needs of our customer's throughout North America.

Our Company desires to support our customers at whatever level is necessary to properly maintain our vehicles during the life of the vehicle. Our Company views the relationship between ourselves and our customer as a long-term commitment, and will do everything in our power to live up to that commitment.

Response:

Clarification – In the event NICE facilities do not have the required amount of repair space (bays) available for the contractor to use, said contractor shall provide a local location that provides opportunities for rework space and facilities for these types repairs.

295) 17.9 Repair Procedures: The Bus manufacturer or its designated representative shall secure parts and perform all affected warranty repair work.

Our Company would like to clarify that normal warranty work (other than that work required to be performed by sub-suppliers as discussed below) will be performed by the Agency's maintenance department and reimbursed by Our Company at the documented warranty labor rate. In the unlikely event that abnormal warranty is required; Our Company will work with the Agency to resolve any such warranty projects which Agency believes should be repaired directly by Our Company.

Our Company stands behind the quality of our products and we have selected supplier partners who share this belief as well. Our Company routinely assists customers in resolving warranty matters when local vendors are unable or unwilling to provide necessary support by involving Our Company's contacts at either the local service facilities or through the component manufacturer's corporate levels. As the manufacturer of the bus, Our Company would then assist the Agency by specifically calling the vendors directly to get them better focused on resolving the Agency's issues.

The following are the components which Our Company believes should initially be managed by the sub-suppliers:

- Engine, Transmission, Air Conditioning Unit, Axles, Destination Signs, Surveillance Systems, Intelligent Transit Systems, Batteries and CNG systems.

Furthermore, we have a Parts facility located in our plant that we use to support the parts needs of our customer's.

Our Company requests approval.

Response:

Agreed normal warranty work to be performed by NICE Maintenance and reimbursed by contractor

296) 17.10 Repairs by Bus Manufacturer: When NICE requires the Bus manufacturer to perform warranty-covered repairs, the Bus manufacturer's representative must begin work necessary to effect repairs in a proper and timely manner, within five (5) working days after receiving notification of a defect from NICE.

Our Company requests removal of this requirement as the allowed time frame of (5) days does not provide a reasonable amount of time to research defect, engineer a repair or procure parts.

Our Company requests a minimum of (30) days with the possibility and acknowledgement that some circumstances may require additional time.

Our Company requests concurrence.

Response:

Approved for 30 days maximum subject to reasonable extensions.

297) 17.10 Repairs by Bus Manufacturer: Whenever the Bus manufacturer makes warranty repairs, new parts, subcomponents and subsystems shall be used, unless the repair of original parts is authorized in writing by NICE.

Our Company respectfully wishes to clarify that not all suppliers use new parts for warranty repairs and/or replacements. For example, some sign manufacturers only use refurbished parts as well as some alternator manufacturer's use "remanufactured" parts. Our Company has no control over its suppliers and although we would ask that new parts be used when possible, we cannot provide such guarantees.

Our Company requests removal of this requirement.

Response:

Approved

298) 17.13 Bus Manufacturer Supplied Parts: The Bus manufacturer shall warehouse, at the Bus manufacturer's service center as well as at NICE facilities any parts necessary to support its warranty obligations. The Bus manufacturer shall furnish parts for all warranty work, whether the warranty labor is performed by the Bus manufacturer or by NICE. Bus manufacturer shall deliver prepaid warranty parts for repairs within five (5) calendar days of notification from NICE.

Our Company requests removal of this requirement as the allowed time frame of (5) days does not provide a reasonable amount of time to research defect, engineer a repair or procure parts.

Our Company requests a minimum of (45) days with the possibility and acknowledgement that some circumstances may require additional time.

Furthermore, we have a Parts facility located in our plant that we use to support the parts needs of our customer's throughout North America.

Our Company requests approval.

Response:

Approved

299) 17.14 Defective Parts Return: The Bus manufacturer's representative shall meet with a NICE representative on a biweekly basis to determine which parts need to be returned to the manufacturer for evaluation, or which parts may be discarded.

Our Company requests approval to supply one qualified field service engineer for a minimum of two days per month for one year in place of the above requirements. If more time is needed, Our Company will supply the necessary support.

Response:

Approved for manufacturer's representative for minimum of bi-weekly basis for the term of contract

300) 17.15 Reimbursement for Labor: Bus manufacturer shall reimburse NICE for warranty claims within thirty (30) days after each warranty claim has been submitted by NICE.

Our Company requests approval to process warranty claims within (60) days after each warranty claim is approved. This is a more reasonable time frame and the industry standard for such processes.

Our Company requests approval.

Response:

Approved

301) 17.19 Failure Analysis: The Failure Analysis Reports shall be delivered to NICE Project Manager within sixty (60) days of the receipt of failed parts.

Our Company requests approval to provide failure analysis reports within minimum of (120) days after receipt of said failed parts. This will provide a more fair and reasonable time frame to conduct research and any required engineering investigations that may be required.

Our Company requests approval.

Response:

Denied

302) 17.21 Warranty and Computer Program: To the extent practical as determined by NICE, Bus manufacturer shall accept the use of NICE's Maintenance Management System. The current system in place is Ron-Turley and Associates (RTA). Bus manufacturer will accept RTA generated warranty form. The Bus manufacturer shall accept the use of RTA Warranty Conditions Claims and Payments modules for all tracking and submission of Warranty repairs and/or claims. All systems modifications, parts retrofits, and factory recalls must be documented for integration into warranty software.

Our Company respectfully wishes to clarify that we are the successful bidder, will work closely with agency in using the said warranty management system. However, until further definition and clarifications are provided on such system(s), we cannot guarantee that our processes and/or systems are compatible with said system(s).

Our Company requests approval of our standard warranty procedure.

Response:

Approved

303) 17.22 Warranty Data: The warranty data shall be provided in Excel format with the following data elements for Bus manufacturer's warranty and manufacturer warranties on all individual components and part(s). NICE will provide to the Bus manufacturer IDs to be used for this data. At the start of the project Bus manufacturer shall provide a complete list of all manufacturers and/or equipment suppliers that Bus manufacturer will use in building the vehicles (Deliverable, See Appendix No.1, Item D29) and NICE will provide Bus manufacturer IDs for use in the following warranty data.

Our Company respectfully wishes to advise the agency that our preference is to provide pdf file formats to satisfy the requests of this section of the contract. Furthermore, once Parts manuals are completed, we should be able to provide a list or lists of major component suppliers if so desired.

Our Company requests approval.

Response:
Denied

304) Appendix 1, D34: The Bus manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on buses (See Section 27.10, Purchasing Data). Our Company wishes to advise the agency that our process is such that we do not typically include customer specifications with our purchase orders; however Our Company part number is usually included in which is based off engineering releases that pertain to the specifications of the bus build which the purchase order derives from.

Our Company requests approval of our standard operating procedure.

Response:
Approved

305) 17.8 Bus Manufacturer's Representative: The Bus manufacturer's service personnel shall be available twenty- four (24) hours, seven (7) days a week, to assist NICE in the solution of engineering or design problems that are within the scope of the Technical Specifications and that may arise during the warranty period. Maintenance or repair instructions or suggestions from these representatives affecting warranty shall be in writing and directed to the NICE Project Manager.

Our Company respectfully wishes to clarify that our standard hours for operation for Field Service Technicians are 5am to 2pm Monday thru Friday and are available thru a toll free phone line for assistance with trouble shooting and other maintenance and service needs. Our Company requests concurrence that this will satisfy the requirements of this contract.

Our Company requests approval.

Response:

NICE requires representative within 48 hours on site at their facility of a reported issue and requires 24 / 7 assistance until issue resolved.

306) 17.8 Bus Manufacturer's Representative The Bus manufacturer's service personnel shall have authority to accept and approve warranty claims and make timely decisions affecting the repair of defects.

Our Company respectfully wishes to clarify that only our Warranty Administrator has the authority to accept and approve warranty claims.

Our Company requests approval.

Response:
Approved

307) Section 2 Instructions to bidders item 8. Request for Approvals and Section 4 Additional requirements "or equal requirements";

Bidder Inquiry:

While in the sections indicated above, it seems like we can provide a bid with alternative material, the current IFB calls for a fully compliant proposal and manufacturer are to present all Modifications to the current specification during the question period. Please confirm.

Response:
Confirmation - Bidders may submit an alternative material/product, subject to meeting or exceeding the salient characteristics as described in the IFB.

308) 2. Section 1 item a) Taxes; to avoid confusion, we request that the following sentence be removed from the section 1 item a);
Tax shall be included on the invoice only, not in the bid submittal documents.

According to Section 3 item 15 as well as the Section 7 Bid Price Schedule, Transdev Services Is tax exempt for this procurement and to avoid misunderstanding, we suggest that the following Sentence in the instructions for Bid Price Schedule be removed as it contradicts the other Sections.

Response:
Transdev is tax exempt for this procurement.

309) Section 2 – item 12 and Bidder's Information item 4.1, In Section 2, Instructions for Bidders item 12 and Bidder's Information item 4.1;

Proposer Inquiry:

Indicate the bid validity but presents with two different delays. Please clarify the correct 90 or 120 days validity.

Response:
Once opened, Bids may not be withdrawn for 120 days.

310) Section 2 – Bidder’s Information item 2 and 4.4;

Proposer Inquiry:

We request clarification on the Bonding requirement for this contract. To our understanding no Bonding was requested. However, according to item 4.4 of the Bidder’s Information document a Bond for 100% of the award amount for the work is requested.

To avoid misunderstanding, please remove the bonding requirement in Bidder’s information (Section 2 item 4.4 and 2).

Response:

No bonds are required for this procurement.

311) Order of Precedence;

To our understanding, in case of any conflict among these documents, the order of precedence

Shall be:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 3 – General Conditions
4. Section 2 - Instructions for Bidders
5. Section 6 – Technical Specifications
6. Section 4 - Additional requirement

This request arises from the fact that some clauses differ in different sections.

Item 17- Termination for Convenience, item 13- Audit and Inspection of work and records, and Maintenance of records, item 18- Contractor’s default, item 29- Entire Agreement and item 31- Disputes are a few examples of which FTA clauses would supersede the General Conditions.

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications
5. Section 4 - Additional requirement
6. Section 3 – General Conditions

312) Work;

Under the procurement for contract V1397, the Work to be performed under this contract may Be defined as the manufacturing, testing and delivering to Transdev Services on behalf of Nassau County, heavy-duty 40 Foot CNG Low Floor buses in accordance with the Contract.

Response:

Work is defined as – The furnishing by Contractor (or Subcontractor at the Contractors direction) of all labor, materials, equipment, tools, supervision, and other incidentals required by the Contract and the performance of all duties and obligations imposed by

the Contract, including work performed pursuant to the warranty provisions of the Contract.

313) Appendix 1 Deliverables and Appendix 2 Items requiring NICE Approval during Preproduction Conference;

To our understanding, none of the items listed in the Appendix 1 and 2 are to be provided with neither our bid nor the question period. Please confirm.

Response:

Correct understanding

314) Section 3 – General Conditions item 8 – Warranty;

In section 8.1, we request to delete the following sentence:

This warranty shall be extended by the cumulative periods of any down time of which the Contractor is given notice by Transdev Services, during which the Goods require servicing, replacement or are in the possession of the Contractor.

And replace it with the following:

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

The suggested wording above is according to the Standard Procurement Bus Guideline.

Response:

Denied

315) Section 3 items 2. Delivery;

We request your confirmation that the following items: labor dispute (lock-out), quarantine, restriction, shortage or delays relating to supplier of services, embargos by transportation companies or public authority are considered as acceptable delay.

Response:

Labor disputes (lock-out), quarantine restriction, embargos by public authority are considered an acceptable delay.

316) Section 3 items 20. Safety Data Sheets;

We suggest presenting the MSDS sheets further in the process and according to the final Configuration approved. We do not foresee the added value at this step of the procurement as

No evaluation is impacted by this information at this stage. We request you confirmation to

Provide the information with the manuals.

Response:

Prior to bus production

317) Section 2 items 14. Access to records;

The records and documents that shall be subject to the inspection and audit may include Information that may be sensitive from a commercial/competitive standpoint. We are a Legitimate business interest in protecting the confidentiality of such records and documents from its competitors.

We are a division and its financial statements are not audited as it is not required by the Shareholder. The ultimate shareholder is (Name Deleted) prepares consolidated financial statements.

We request approval that if required the submittal of all books, records, statements or other Information concerning the bidder's financial status for examination to determine Bidder's responsibility and capability may be substitute by providing the latest annual report.

In addition, should further details be provided, we request approval to add this sentence:

"All recipients of the records and documents subject to this provision shall execute in favor of the Contractor a written confidentiality agreement undertaking in connection therewith prior to accessing such records and documents".

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications
5. Section 4 - Additional requirement
6. Section 3 – General Conditions

318) Technical Specifications – item 16.0 Complete Bus (page 155) and 17.24 23.5 Complete Bus (page 163);
For NICE, is the "Complete Bus" requirement only referencing to the structural and functional integrity warranty?

Please note that the requirement on the base warranty differs in the two sections.

Response:

Whichever warranty is greater

319) Technical Specifications – Warranty base;
To our understanding, the "Bumper to Bumper" which includes the complete bus, propulsion system, components and major subsystems are warranted to be free from Defects and Related Defects for one year or 50,000 miles whichever comes first from the date the Goods are accepted by Transdev Services. Extended warranty coverage is requested in section 17.0 of the Technical Specifications.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

320) Technical Specifications – item 17. Subsystem and Component Warranty; We are providing Cummins warranty (extended and base) for your review. Not all items Supplied by Cummins are covered with the same warranty. We will include in our pricing the extended warranty for 5 years, 300,000mile whichever comes first, however we suggest to remove the sentence “and all items supplied by its manufacturers” has it is not the case. We will flow down to NICE bus the same warranty as provided by Cummins.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

321) Technical Specifications – item 17. Subsystem and Component Warranty; We are providing ZF and Allison warranty (extended and base) for your review. Not all items Supplied by ZF or Allison are covered with the same warranty. We will include in our pricing the extended warranty for 5 years, 300,000mile whichever comes first, however we suggest to remove the sentence “and all items supplied by its manufacturers” has it is not the case. We will flow down to NICE bus the same warranty as provided by the transmission provider.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

322) Technical Specifications – item 17. Subsystem and Component Warranty; Interior and exterior lighting systems are covered with a warranty of 12 years,

500,000miles, supplied by ZF or Allison are covered with the same warranty. We will include in our pricing the extended warranty for 5 years, 300,000mile whichever comes first, however we suggest to remove the sentence “and all Items supplied by its manufacturers” has it is not the case. We will flow down to NICE bus the same warranty as provided by the transmission provider.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

323) Technical Specifications – item 17. Subsystem and Component Warranty; The bumpers are not covered are not covered beyond 1 year, 50,000 miles due to being regularly Subject to impact. We recommend the standard 1 year, 50,000 miles warranty for this item. Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

324) Technical Specifications – item 17. Subsystem and Component Warranty;
Our cooling system is covered with a 2 years, unlimited mileage warranty. We recommend the Same supplier's warranty for this item. Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

325) Technical Specifications – item 17. Subsystem and Component Warranty;
Our electric fans are covered with a 2 years, unlimited miles warranty. We recommend the Standard supplier's 2 year warranty for this item... Please confirm.

Response:

Denied

326) Technical Specifications – item 17. Subsystem and Component Warranty;
The power steering system is covered with a 1 year, 160,000 miles warranty. We recommend The supplier's warranty as a standard requirement for this procurement. Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

327) Technical Specifications – item 17. Subsystem and Component Warranty;
The maximum available extended warranty offered by the wheelchair ramp is 2 year, unlimited Miles on parts only (labor is one year). We recommend the best available extended warranty Offered by the supplier to be applicable as the standard requirement for this procurement.

Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

328) Technical Specifications – item 17. Subsystem and Component Warranty and Section 2.1.4.5

The destination sign manufacturer coverage may vary and will be confirmed with their quotes. The standard base warranty is 1 year, 50,000 miles warranty on labor and 3 years, 150,000 Miles (whichever comes first) on parts. We recommend the supplier's warranty as the standard Requirement for this procurement. No lifetime warranty is available. Please confirm.

Response:

Denied

329) Technical Specifications – item 17. Subsystem and Component Warranty
The warranty offered Air System suppliers varies but do not exceed 2 years. We recommend the best available warranty offered by our supplier to be applicable as the standard requirement For this procurement. Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

330) Technical Specifications – item 17. Subsystem and Component Warranty
No warranty is generally offered on the friction material including brakes. Usage varies between the best available warranty offered by our supplier to be applicable as the standard requirement For this procurement. Please confirm.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

331) Technical Specifications – item 17. Subsystem and Component Warranty
The starter is covered with a warranty of 1 year or 100,000 miles or 2,000 hours whichever Agencies, road conditions, terrain, circuit assignation and driver's habits. Consequently, it Is difficult to evaluate. We recommend removing the requirement for friction material in The Brake System warranty requirement.

Response:

Denied

332) Technical Specifications – item 17. Subsystem and Component Warranty
The paint is covered with a warranty of 2 year or 100,000 miles whichever occurs first without The option of purchasing any additional warranty coverage. We recommend the supplier's warranty As a standard requirement for this procurement. Please confirm.

Response:

Denied

333) Technical Specifications – item 17. Subsystem and Component Warranty
We recommend the supplier warranty as a Standard requirement for this procurement. Please confirm.

Response:

Denied

334) Technical Specifications – item 17. Subsystem and Component Warranty
The decals are covered with a warranty of 7 years unlimited mileage without the option of Purchasing any additional warranty coverage. We recommend the supplier's warranty as a Standard requirement for this procurement. Please confirm.

Response:
Denied

335) Technical Specifications – item 17.9 Warranty Repairs

Please confirm if the Contractor will be responsible to perform the repair for all or the majority of the warranty covered repair work or if all or the majority of the warranty covered repair work will be performed by NICE mechanics.

Response:
Denied

336) Technical Specifications – item 17.16 Reimbursement for Parts

We request the handling fee be changed to 10% instead of 25 which is excessive and results in a risk compensation levy.

Response:
Denied

337) Technical Specifications – item 17.1 Warranty assignments (Delegation)

Certain suppliers such as: Cummins, Voith, Allison, ZF, Thermo King and others request direct Warranty process with the agency. Consequently, Our Bus requests your approval to respect these supplier agreements regarding warranty process in terms of delegated responsibility.

Response:
Denied

338) Technical Specifications – item 17.1 Warranty assignments (Delegation)

We would like to clarify that the following major component equipment suppliers "engine, transmission, HVAC and destination sign" mandate that all warranty repairs be performed by an authorized dealer of the components or by mechanics having the adequate credentials. If the property elects to perform these repairs without the written permission of the original Equipment manufacturer, the remaining warranty coverage may be void.

Response:
Contractor shall be responsible for all NICE Bus warranty claims.

339) Technical Specifications – item 17.12 Parts Used

In certain cases and according to the warranty assignment (Delegation), the reports of all repairs covered by warranty (as requested in Appendix 1 – Deliverables item D28) will need to be submitted by NICE to the supplier directly for reimbursement or Replacement of parts or components.

Response:
Denied

340) Section 3 – General conditions item 4. Rejection;

Unlike other products, new personalized transit bus cannot be replaced and reject without any compensation to the Contractor. We request to remove this item 4.

Rejection in its entirety. Please note that liquidated damages are part of the contract as well as termination for default.

Response:

Section 3 – General conditions item 4. Rejection; Item 4, Rejection item is deleted from this procurement.

341) Section 3 – General conditions item 5. Cover;

Unlike other type products, new personalized transit bus cannot be replaced, rejected, cancelled without any compensation to the Contractor. We request to remove this section in its entirety. Other clause in the FTA requirements covers, termination for default and for convenience.

Response:

Section 3 – General conditions item 5. Cover; Item 5, Cover item is deleted from this procurement.

342) Section 3 – General conditions item 6. Risk of Loss;

As per other section, since the title is transfer to Nassau County and not Transdev Services should this section should be revised accordingly.

Also, we request that the last sentence be removed from this section. If acceptance is rejected can't be at sole risk of the Contractor. At this point, the agency has approved most of the Work and must continue work with the Contractor. FTA clause for termination would be applicable.

Response:

Risk of loss shall pass from the Contractor to Transdev upon signed delivery receipt of each bus.

343) Section 3 – General conditions item 8. Warranty;

To avoid confusion, duplicate, potentially different interpretation since the warranty coverage is already described further in the IFB; we request the item 8 Warranty to be removed in its entirety.

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications
5. Section 4 - Additional requirement
6. Section 3 – General Conditions

344) Section 3 - General conditions Item 21 Modification; Change in law

In the event of any change in laws, rules, regulations or any relevant requirements of the National Highway Traffic Safety Administration and on which the manufacturer or its suppliers has no alternative but to comply; we shall provide written notice of this requirement and details of same to Buyer. The Contract prices shall be adjusted to

reflect the increases or decrease resulting from changes, modifications or additional accessories or equivalent required by the situation. In the event of non-acceptance of such revision that we have no choice but to comply with, Transdev Services/ Nassau County will have the option to terminate the contract. Please confirm our understanding and acceptance to price adjustment resulting from this specific situation.

Response:

Any change or modification made during the term of the contract will be mutually agreed by Transdev Services, Inc. dba N.I.C.E. Bus and the Contractor. Changes or modifications shall be subject to IFB terms and conditions.

345) Notary of Oaths;

There are a number of certificates that require a Notary Public's signature. Our intent is to have these forms signed by a Commissioner of Oaths to facilitate the expedition of these forms. We respectfully request your agreement. For your convenience, we have attached the role and limitations of the Commissioner of Oaths, as per the Justice Department which will bear evidence to the effective validity of the role of the Commissioner of Oaths, as a person able to attest to the executor of the documents in question.

Response:

Approved.

346) Section 8 Schedule III Authorized Agent;

This is not a standard form to fill; to our understanding, in FTA funding procurement no agents are required in this transaction. Please confirm.

Response:

Delete Authorized Agent Form from the IFB package: Authorized Agent is not a requirement for this procurement.

347) Participant information Form;

Please clarify who is considered a "Certifying Agency" indicated at the bottom of the form. This form seems a duplicate of the DBE certificate.

Response:

New York State Unified Certification Program (UCP) DBE certifying agencies are NYSDOT, MTA, NFTA and Port Authority of NY and NJ.

348) Liquidated damages;

The timely performance of the work by the Contractor is of utmost importance to ensure Successful completion of the deliveries stipulated in the Contract. Nonetheless, an unlimited liability obligation creates a severe restriction on our ability to disclose financial provision in accordance with Securities Exchange requirements. Hence, the Contractor considers that liquidated damages should be an assessment of direct damages suffered by NICE bus, and, in addition be a mechanism to dissuade poor performance. Our Company requests approval to limit the liquidated damages to be capped at 1% of the value of the bus price.

Response:

Denied.

349) Section 7 – Price Schedule – Item #7 to 12 - Spare parts;
On the Price Schedule, for the spare parts it is indicated “as specified in this IFB and provided as installed”, please clarify where the information can be found. Thank you.

Response:

Spare Parts shall be included in the Technical Specifications, Section 6, Items 36.1 through Item 36.5.1, after specification update and included at the end of this question and responses section as information.

350) Section 3 – item 17 and 18 Termination;

Unlike other products, new transit buses are specifically made to your requirements. Any termination will cause damage to the bus manufacturer. Parts are ordered in advance, changes in production schedule may cause important losses. According to the stage of advancement, we must find a mutually agreed upon approach in terms of loss of opportunity or reselling of the vehicle. Therefore, item 17 and 18 Termination clauses must reflect this reality as also considered by FTA standard bus procurement guidelines. The following two sentences in paragraph 17.1 “Upon such termination, the Contractor shall waive any associated claims... in full force and effect after such termination.” Must be removed.

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications
5. Section 4 - Additional requirement
6. Section 3 – General Conditions

351) Section 3 – item 23 No Waiver;

To our understanding, any change in specifications or delay in providing notice to proceed, or providing testing equipment (example: fare box base) is subject to a waiver. If so, since bus manufacturer require minimum delay for production and changes, according to its complexity, availability and development required may affect the delivery schedule, we would need to ask to remove this section for the above mentioned reason.

Response:

Transdev may consider, in its sole discretion, to waive specific requirements on a case by case basis.

352) Items to be submitted in Sealed Bid Envelope and Section 2 Instructions for Bidders item 8; the information requested with our bid submittal on the Bidder’s checklist is not the same as the list provided as Section 2 Instructions for Bidders item

8. Please clarify which items Transdev Services/NICE is expecting with the bid submittal.

Response:

Please follow the Bidder's Checklist for all documents to be supplied with the bid.

353) Section 2 Instructions for Bidders item 12- 13-14-15-16-17;

Please confirm if Nassau County has also the same right to reject, award any bid in this IFB.

Response:

No.

354) Rights;

Since Nassau County is the final payer, please clarify if Nassau County has the right to change the specifications and refuse, delay payment, deduct payment amounts to Transdev Services.

Response:

No.

355) Deliverables D41 and D43 – “As-built” Drawings;

Per our understanding, Transdev Services and Nassau County are expecting manuals and wiring schematic run sheets to be in accordance to the specifications of the agency and not generic.

Our parts manual are very comprehensive and specific for every production lot. Please Confirm that our understanding is in agreement with Transdev Services expectations of “As built” manuals and wiring schematic.

Response:

Review at PPC

356) W-9 Form;

To our understanding, the W9 form is required to be filled and sign with the successful bidder.

Response:

Yes.

357) Section 3 items 10. Subcontracting;

Refusing a Subcontractor or suggesting a substitution could compromise us from bidding or may have an impact on pricing. We understand and respect all requirements, provisions required by law, regulation, rules in regards to Subcontractors and we use Subcontractors. Therefore, we request that item 10 Subcontracting be removed.

Response:

Section 3, item 10, Subcontracting; Subcontracting item is deleted from this procurement.

358) Definitions of suppliers;

Since we suggested a revised definition of Subcontractor, it would be appropriate to add a definition of Supplier in order to provide clarity of responsibility associated with a third

party whose role is significantly more than only providing materials or parts as is the case with a supplier.

Suggested revised definition:

Subcontractor

Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that is installed by a Subcontractor.

Suggested added definition:

Supplier

Individual or organization that furnishes materials, equipment or supplies to the Contractor either directly or indirectly, for incorporation in the Work.

Response:

Denied. However vendors providing only materials shall not be considered subcontractors.

359) Schedule F2 – Third Party Contractor regarding Debarment, suspension, and Other ineligibility and voluntary exclusion;

Among the documents to provide, we have the “Certification regarding debarment, suspension, ineligibility and voluntary exclusion – Lower Tier covered transactions” described in Schedule F - 2.

However, we note that the definition of Subcontractors differs from the SBPG which reads as follow:

Subcontractor: Any manufacturer, company or Agency providing units, components or Subassemblies for inclusion in the bus that are installed by a Subcontractor.

Please confirm the application of the Subcontractor definition above is applicable to this form.

Response:

Denied. However vendors providing only materials shall not be considered subcontractors.

360) Schedule F4 – Lobbying;

Among the documents to provide, we have the “Certification of restrictions on Lobbying” Described in Schedule F-4.

However, we note that the definition of Subcontractors differs from the SBPG which reads as follow:

Subcontractor: Any manufacturer, company or Agency providing units, components or Subassemblies for inclusion in the bus that are installed by a Subcontractor.

Please confirm the application of the Subcontractor definition above is applicable to this form.

Response:

Denied. However vendors providing only materials shall not be considered subcontractors.

361) DBE Approval Certification – Bidders/Offerer's Questionnaire;

We ask to review the necessity and requirement to provide the Bidders/Offerer's Questionnaire.

Since no DBE goal is associated with this procurement (section 2- Instruction to bidder item 12), we do not foresee the necessity to fill this document. With the current Subcontractors definition, for all our Subcontractors includes all suppliers. Please note that we have seen this form previously and upon revision, this requirement have been removed. Thank you.

Response:

Requirement is removed.

362) 3.29 Diagnostic Software;

To our understanding, no diagnostic software or tools is to be included in our pricing. Please confirm.

Response:

Diagnostic Software for the camera system must be included.

363) Diagnostic Software – Destination Sign;

To our understanding, no diagnostic software or tools is to be included in our pricing. Please confirm.

Response:

Diagnostic Software for the Destination Sign must be included.

364) 3.8.3.3 Software – video

We are awaiting confirmation of the free of charge software and updates for the video surveillance supplier. Should there be any charges, please confirm how many licenses are required.

Response:

Diagnostic Software for the camera system must be included. Three user license.

365) 13.0 Tools

Please confirm if tools are required to be provided in the base bus price or the list and pricing are to be provided only further in the process.

Response:

Three (3) complete sets of tools per base order and any optional orders during term of contract

366) 1.5.5.5 Interchangeability;

We wish to clarify that the equipment throughout each bus so it will be inter-changeable among the buses of the same lot.

Changes between lots/ options/ Purchase Orders are to be communicated to customers.

Response:
Approved

367) Price Schedule;

We are continually looking for new transport solutions to achieve the best performance of your vehicle. In addition, technological developments of our suppliers as well as new environmental regulations are expected over the next 5 years.

These changes are difficult to plan in terms of cost and the exact time of their introduction.

Therefore, we suggest accepting a fixed price quotation for the production of the first year. The calculation of subsequent years shall be based on new technologies' introduction if applicable,

And Producer Price Index (PPI) - Commodity Data: group code 1413 - Truck and bus bodies.

Please note that the PPI can vary in one way or another (either increase or decrease the price of reference year).

We request your approval to employ this mutually beneficial approach to pricing for future years.

Response:

Unit pricing for options awarded after 2015 and Spare Parts may be adjusted upward or downward, in an amount not to exceed the U.S. Department of labor producer index (PPI) Category 1413, Transportation Equipment, Truck and Bus Bodies, not seasonally adjusted. The percentage difference between the PPI issued in the month of year of the bid opening, and the PPI issued for the month and year of the option award will determine the maximum allowable adjustment of the original unit price. The original unit price multiplied by the index percent change is the maximum allowable price adjustment.

368) Notifications – Payment;

In the third paragraph of the Notifications, we request to remove the “or more” after “... may

Require up to thirty (30) days”:

“Because this procurement is funded with federal, state and local grant funds, Contractor acknowledges that the Funding Entity may require up to thirty (30) days to receive funds to be used in payment for an Approved invoice and that Contractor will be entitled to payment no later than 3 days after Veolia has received payment from the Funding Entity.”

Response:
Denied.

369) Technical Specifications- 14.0 System Certifications;

Providing OEM approval is commonly requested on a lot base and not per bus. We request your approval to provide one series of approval valid for the production bus run. Hence, Deliverable D24 and D25 would need to be revised accordingly.

Response:
Approved

370) Technical Specifications - Section 1.9.2.4, Construction and Materials;
In regards to this request: "Fully dimensioned blueprints of insert covers shall be provided with the bus", it is not in our practice to provide blueprints. This request is more relevant to the architecture industry. We request that the delivery D3 be removed.

Response:
Approved

371) Deliverables – Appendix 1;
To avoid misunderstanding, please confirm which items are to be provided prior to the Acceptance of the first bus and which ones are to be provided with each bus. Please note it is not standard to provide a supplier confirmation/certificate per bus and it creates delays. (D19, D25)

Response:
Bus manufacturer standard deliverables shall be provided for review at PPC

372) Deliverables – Appendix 1;
To avoid confusion, we understand that water test, smoke test and pre-delivery validations are to be performed on a per bus basis. Some tests are required to be performed on the first bus built. However, for some tests, please confirm that some minor technical change or worst case scenarios may have been use in some situations to perform testing is acceptable. Exact configurations of buses are uncommon. Requesting further or additional testing will affect the delivery schedule and pricing.

Response:
Will be reviewed at PPC. A water test on every completed bus but a smoke bomb test to be performed only on the first delivered bus.

373) Deliverables – Appendix 1; Item D16 and Technical Specifications Section 3.5.6, Air Flow

To avoid confusion, we understand that water test, smoke test and pre-delivery validations are to be performed on a per bus basis. Some tests are required to be performed on the first bus built. However, for some tests, please confirm that some minor technical change or worst case scenarios may have been use in some situations to perform testing is acceptable. Exact configurations of buses are uncommon. Requesting further or additional testing will affect the delivery schedule and pricing.

Response:
Review at PPC

374) Technical Specifications – Section 27.10 Purchasing Data

In regards to item D36 of Appendix 1 and Section 27.10, Purchasing Data, we suggest to remove this requirement as a contract deliverables since purchasing data includes other information not to be made available as well as other contract information. Also note that the volume of items to be purchase is important.

Response:

Question does not relate to D36 (Quality Assurance); However this requirement for Purchasing Data (D34) will be reviewed at PPC

375) Deliverables – Appendix 1 Item D41 and Technical Specifications Section 32.5 Considering that our manuals are customized according to the final bill of material and the delay between the first bus delivered and the production buses is about a month, awaiting NICE potential of 30 days revision and approval of the manuals may present a risk of “lost” production period. Manuals are a parallel deliverables and the production should not be affected by NICE review. Instead, what has been noted in other cases is retaining the last payment until manuals are provided.

Response:

Denied, to be reviewed at PPC

376) Technical Specifications – Section Item 2.4.2.1.1

We do not re-torque the cooling system clamps once the bus is built; we request that this requirement be removed from section 2.4.2.1.1.

Response:

Denied

377) Technical Specifications – Section Item 2.8.1.6 Brake Balance Audit and Appendix 1 – Deliverables Item D11

Usage and life expectancy of the brakes varies between agencies, road conditions, terrain, circuit assignation, driver’s habits, climate and more. The results within a city are often different as well. Thus, it is difficult to evaluation the frequency of change and we recommend removing the requirement “and expected brake life miles” as a deliverables requirement.

Response:

Denied

378) Section 4 – Additional requirements – Insurance item 1;

We request to add a word in the paragraph 1 of the insurance requirements. See the added word in bold below:

Commercial General Liability insurance to include Premises/Completed Operations, Contractual, Personal Injury liability and Independent Contractors with minimum limits of 5M per occurrence and 5M general aggregate.

Response:

Denied.

379) Section 4 – Additional requirements – Insurance item 4;
We request to slightly change the paragraph 4 of the insurance requirements. See the added part in bold below:

Automobile Liability and Commercial General Liability shall name Veolia Transportation, Inc. its affiliates and subsidiaries, The County of Nassau and their respective officers, Agents, employees and volunteers as additional insured's, limited to the liability Assumed by the Contractor under this agreement.

Response:
Denied.

380) Section 2 – Instructions to bidder – item 15;
We request that the item 15 be removed. No penalty, remedies or cost be differed to the bidder if not awarded. The determination of the successful bidder is on the agency responsibility and a defaulted bidder should not be awarded a contract.

Response:
Denied.

381) Appendix 1 – deliverables item D9
We validate the compliancy of the power steering according to our standards but no report is available. We request item D9 to be remove of the deliverable list.

Response:
Denied

382) Technical Specifications - 32.3 - Post Delivery Tests;
Due to availability of resources at the manufacturing facility, we request that the compliancy with NICE air conditioning performance to be validated at the manufacturing facility and Approved by client representative prior to release.

Response:
Approved

383) Deliverables – Appendix 1 item D15 and Technical Specifications Section 3.5.6, Air Flow;
While a first pilot bus is indicated in the delivery schedule, a month delay between deliveries is not enough to wait for your authorization for production. Instead, we suggest changing the item D16 for:

No production Bus will be accepted until test results indicate the HVAC system of the Bus is compliant and approved by NICE. Changes due to non-compliance are the Manufacturer's expenses.

Response:
Approved for first production bus. There is no pilot bus requirement

384) Notifications – Payment;

If the goods have been delivered and accepted according to contract but Nassau County refuses or cannot provide payment, how is the contractor be protected and paid?

Response:

The agreement between Transdev and Nassau County states that the County shall remit to Transdev all amounts due and owing, as are budgeted and available from federal, state and county sources, as applicable from the approved capital program. Funding for fixed route vehicles has been approved by the FTA and is part of Nassau County's capital program. An award for this IFB will only be made within the approved budget for the project.

385) Instructions for bid price Schedule – item d) Delivery;

In order to ensure the project fits optimally within our project schedules and is managed with the highest level of quality, we propose deliveries starting 20 months from contract award and completion within 4 months from 1st bus delivery. We will make efforts to provide improved delivery according to the notice to proceed date and available production schedule at the time of order.

Please note that the delay between the first bus and the production buses is to be revised according to responses to some questions submitted in our first series.

Response:

Denied

386) Section 3 – General Conditions – item 10 Subcontracting;

As FTA (Access to records and reports – clause 6) does not require inclusion of Contractor audit requirement in subcontracts, we request removal of the following sentences:

“Veolia shall have the right to audit the records of subcontractors and suppliers in the Same manner as the records of the Contractor.”

And

“In the event that the Contractor is declared in default of this Contract, or in the event that this Contract is terminated for any reason in whole or in part, the Contractor agrees that, upon Veolia' request, it will assign those subcontracts that Veolia designates, to Veolia.”

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications

5. Section 4 - Additional requirement
6. Section 3 – General Conditions

387) Section 3 – General Conditions – item 11 Warranty against Infringement And Intellectual Property Rights – 11.2;
In the section 11.2 following “performing the Contract work,” we request to add, “and for the sole and exclusive purpose and use of Transdev (Veolia) and specifically defined as such”.

Response:

FTA clauses supersede the General Conditions and the following is the order of precedence:

1. Section 5 – Federal Provisions (FTA)
2. Section 5 – New York State and Local Provisions
3. Section 2 - Instructions for Bidders
4. Section 6 – Technical Specifications
5. Section 4 - Additional requirement
6. Section 3 – General Conditions

388) Section 3 – General Conditions – item 21 Modification;
For the last sentence of item 21 Modification, we are requesting to change the wording to read this:

“If directed, Contractor must perform any changes pending negotiation of a mutually Agreed Contract Price adjustment.”

Response:

Any change or modification made during the term of the contract will be mutually agreed by Transdev Services, Inc. dba N.I.C.E. Bus and the Contractor. Changes or modifications shall be subject to IFB terms and conditions.

389) Section 4 – Additional requirements – item 2 Compensation;
In the last paragraph of 2.2, in the following section:

“Should an item of Work be partially or totally deleted, the Contract Price may, at Veolia's sole option, be decreased pursuant to the “Changes” Article, by the amount for That item in Veolia Approved milestone or progress payment breakdown of the total Contract Price.”

We request to change “at Veolia’s sole option” to “subject to a mutually agreed-upon Negotiation”.

Response:

Any change or modification made during the term of the contract will be mutually agreed by Transdev Services, Inc. d/b/a N.I.C.E. Bus and the Contractor. Changes or modifications made shall be subject to IFB terms and conditions.

390) Technical Specifications – 1.6.2.7 Towing;

Please confirm if the three complete sets of tools and lifting devices is one per bus, one per contract option, or other.

Response:

Three (3) complete sets of tools per base order and any optional orders during term of contract

391) 1.2.2 Ambient Temperature 15;

The temperature of the surrounding air: For testing purposes, ambient temperature must be between -20 and +122 degrees Fahrenheit or higher. Operating Humidity Range shall be 20% to 80% non-condensing.

2.4.3.2 Cooling System 102;

The cooling system shall be part of the electrically driven fan assembly, sized to maintain fluids at safe, continuous operating temperatures during the most severe operations possible with the bus loaded to GVWR and with ambient temperatures up to 120oF.

2.4.4.4 Powertrain Audit 106;

The bus manufacturer shall provide engine and transmission manufacturer's audit certification that the power plant is designed and engineered for their bus, shall approve installation in this application and shall provide NICE a copy of this report prior to acceptance of the bus (Deliverable, see Appendix No.1, Item D7). Manufacturers shall meet the heat transfer and ambient capability of the radiator, trans-cooler, hydraulic coolers, etc. This audit will be corrected to an ambient temperature of 120o Fahrenheit. Installation Quality Audit (IQA) test results from previous buses identical to bus being built for NICE must be submitted for NICE's approval prior to acceptance of the bus (Deliverable, See Appendix No.1, Item D8).

In terms of operating specifications, we apply the Cummins Application Engineering Bulletin Cummins cooling system standards Level 1 Northern Africa, Middle East, and India. Vehicles domiciled in Southwestern US such as Phoenix Arizona., min 115F LAT (limiting Ambient temperature) at peak power.

We kindly request your approval.

Response:

Approved

392) 1.5.1.1 Physical Size 26;

Length: 40 foot

Width: 102 inches, excluding mirrors

Height: 135 inches, Maximum, 125 minimum

We wish to clarify that the LFS meets specification requirements of maximum height of 135 inches; however the minimum height of the front section is less than 125 in with no BRT roof cap. We kindly request your approval to provide a bus without the BRT roof cap.

Response:
Approved

393) 1.5.1.2.1 Underbody Clearance 28;
Ramp Clearances: Approach angle shall be no less than 9°.

We kindly request your approval to provide a vehicle with an approach angle of 8.6 degrees. This is inherent to our design.

Response:
Approved

394) 1.5.1.2.1 Underbody Clearance 28;
Wheel Area Clearance: Wheel area clearance shall be no less than 8 inches for parts fixed to the bus body and 6 inches for parts that move vertically with the axles.

We request your approval for 5.9 in clearance for the rear axle parts moving vertically with the axle and 5.8 in clearance for the front axle parts moving vertically with the axle.

Response:
Denied

395) 1.5.4 Capacity 30 and 70;
1.9.2 Passenger Seats
1.9.2.1 Arrangements

Rated capacity of the standard configuration bus shall be no less than forty-three (43) seated passengers with the standard seating arrangement. SLW and GVWR shall be determined by the seating and standee capacities of the actual arrangement specified.

The bus shall have a minimum seating capacity of forty-three (43) passengers and excludes the Operator's position.

We request approval for a seating capacity of 38 passengers excluding the Operator.

Response:
Denied Technical Spec will be revised for min. 40 seated passenger capacity.

396) 1.5.5.5 Interchangeability 31;
Components with identical functions shall be interchangeable to the extent practicable. These components shall include passenger window hardware, interior trim, lamps, lamp lenses and seat assemblies. Components with non-identical functions shall not be, or appear to be, interchangeable.

We wish to clarify that the 2 last windows on each side are not interchangeable with the other windows. The rear bench 5 position molded seats have inserts of the same fabric as the rest of the seats, but are not padded and are not interchangeable.

We request your approval

Response:

Approved last two windows are not interchangeable; however, fabric materials in passenger seat inserts are not required.

397) 1.5.5.6 Operating Environment 31;

The bus shall achieve normal operation in the environmental conditions normally occurring in Nassau County, NY and at temperature ranges of -20oF to 120oF with 5 to 100% humidity and at altitudes up to 3,000 feet above sea level. Speed, grade ability and acceleration performance requirements shall be met at, or corrected to, 77oF, 29.31 inches Hg, dry air per SAE J1995. Performance degradation at conditions other than test standard shall not exceed one percent (1%) for each 3oF. The interior climate control system shall perform in accordance with Section 3.7.

In terms of operating specifications, we apply the Cummins Application Engineer Bulletin // Cummins cooling system standards Level 1 Northern Africa, Middle East, and

India. Vehicles domiciled in Southwestern US such as Phoenix Arizona., min 115F LAT (limiting Ambient temperature) at peak power.

Response:

Approved must meet IFB Technical Spec requirements.

398) 1.6.1.3 Finish and Color 32;

Final paint color and brand scheme details will be determined and requires NICE approvals during the preproduction conference and bus construction. In terms of operating specifications, we apply the Cummins Application Engineer Bulletin // Cummins cooling system standards Level 1 Northern Africa, Middle East, and India. Vehicles domiciled in Southwestern US such as Phoenix Arizona., min 115F LAT (limiting Ambient temperature) at peak power.

We kindly request your approval for DuPont Imron Elite paint.

Please clarify this requirement.

Response:

Approved for offered finish and paint color, provided it meets IFB Technical Spec requirements.

399) 1.6.1.3 Finish and Color 32;

Roadside body panel must be two piece construction seamed approximately two (2) before rear wheel well.

Please clarify this requirement.

Response:

Clarification, roadside body panel shall be a minimum of 2 piece construction seam, but no more than 3 panels shall be used.

400) 1.6.1.3 Finish and Color 32;

The bus shall be completely painted prior to installation of exterior lights, windows, mirrors and other items that are applied to the exterior of the bus.

Since the buses are assembled on an assembly line, paint is applied once the vehicle is fully assembled. External parts are either removed or masked prior to painting. We request approval.

Response:

Denied – prime coat shall be provided prior to installation of external parts. Final coat may be applied once vehicle is fully assembled.

401) 1.6.2.1 Strength and Fatigue Life 38;

The structure of the bus shall be stainless steel series 304 and shall be designed to withstand the transit service vehicle conditions typical of an urban duty cycle throughout its service life... The series 304 stainless steel basic structure shall withstand fatigue damage that is sufficient to cause Class 1 or Class 2 failure.

We kindly request your approval for our stainless steel structure. The structure is Altoona Tested and has successfully passed the Bodycote/Exova NY fatigue test (500,000 miles in a NYC environment).

Response:

Approved; frame must meet a 12 years design operating profile.

402) 1.6.2.5 Corrosion 40;

Full information on the anticorrosion treatment and results of the salt spray test performed on bus model to be provided under this technical specification shall be submitted and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 40).

We request your approval for our corrosion protection treatment.

Response:

Denied

403) 1.6.2.7 Towing 40;

The front towing provisions shall be permanently attached to the bus structure.

There are several hoisting and towing points on the vehicle. One of these is the tow eyes, for front towing, which are stored in the front under-dash compartment near the operator. They are not permanently attached to the bus structure and should be screwed into the designated holes at the front of the vehicle. They are designed ONLY for towing the vehicle for very short distances while its wheels are on the ground. Others hoisting and towing point are fixed underneath the bus structure. We request approval.

Response:

Denied

404) 1.6.2.7 Towing 40;

The Bus manufacturer shall provide three(3) complete sets of tools and lifting devices specifically designed to be used by NICE's existing under lift and universal sling wreckers for towing the buses. The lifting tools shall be designed for lifting and towing the bus from front and rear with the wheels of the end being towed clear of the ground.

We do not recommend, at any time, rear-end lifting the vehicle. In the case of an emergency and as long as the proper locations on the bus are used, pulling an immobile bus from the rear, to remove from a roadside ditch, for example, is acceptable.

Response:
Denied

405) 1.6.2.9 Hoisting 41;

The bus axles or jacking plates shall accommodate the lifting pads of a 2-post hoist system. Jacking plates, if used as hoisting pads, shall be approximately five (5) inches square with a turned down flange not less than three-eighths (3/8) inch deep on each side to prevent the bus from falling off the hoist. Other pads or the bus structure shall support the bus on jack stands independent of the hoist.

Our Bus' rear jack stand plates have a 1.5 in. hole in the center of the plate as a standard feature to prevent the bus from falling off the hoist. The front jack stand plates do not have holes.

There are two lifting pads in the front and two in the rear.

Response:
Approved - Jack Pads in front and rear only

406) 1.6.2.11 Fire Extinguisher 42;

NICE requires the fire extinguishers to be built into fire extinguisher compartment with easy access by the Operator.

We request approval to install the fire extinguisher in the operator's compartment, on the floor between the operator's seat and the driver's barrier. This location allows the operator easy access to the fire extinguisher, while keeping it out of the way and allowing the fire extinguisher gauge to be visible at all times.

Response:
Approved

407) 1.6.3.3 Strength and Installation 43;

Exterior surface panels shall not be installed or retained with visible rivets or fasteners.

We request approval to install skirt panels using Plastic automotive fasteners (Christmas tree clip type panel retainers) which are visible and are the same color as the skirt panel. They integrate with the skirt panels.

Response:
Approved

408) 1.6.3.5 Rain Gutters 43;
Cross sections of the gutters shall be no less than one (1) inch square.

We request approval for gutters with a .25in cross- section.

Response:

Approved - Rain gutters cross section minimum of 0.25 inches square with maximum of 1 inch square

409) 1.6.4.3 Headroom 44;
Headroom above the aisle and at the centerline of the aisle seats shall be no less than seventy eight (78) inches over front and rear axle and no less than 90 inches at mid bus, except at overhead assists. At the centerline of the window seats, headroom shall be no lower than sixty one (61) inches. Headroom at the back of the rear bench seat may be reduced to a minimum of sixty nine (69) inches but shall increase to normal ceiling height at the front of the seat cushion.

We request your approval for 76 in headroom above the rear axle.

Response:

Approved -a 76 inch minimum and at the back of the rear bench seat 50.45 inch minimum

410) 1.6.4.5 Modesty Panel 47;
Modesty panels constructed of smooth finished, gray ABS panels shall be provided at the rear of doorways. Front wheel well may be used as modesty panel if passengers are not within arm reach of front door. Other panels shall be installed as needed. These dividers shall be mounted on the side wall and shall project toward the aisle no further than the aisle side of the transverse seats.

We request your approval for modesty panel's construction made of melamine in lieu of ABS.

Response:

Approved

411) 1.6.4.7 Construction 47;
Wainscot (or equal) panels shall be gray ABS panels and subject to color approval.

We request your approval for interior panel's construction made of melamine in lieu of ABS.

Response:

Approved

412) 1.6.7 Wheel Housing 1.6.7.1 Construction 50;
All wheel housings shall be constructed of stainless steel. They shall be securely mounted and sealed to the bus body structure

We kindly request your approval for rear wheelhouses constructed of reinforced fiberglass that successfully meet the 2 in steel ball impact test with at least 200 ft-lb of energy without penetration & fire resistance as per the Standard Bus Procurement Guidelines (White Book).

Response:
Denied

413) 1.6.8.2 Dimensions 50;
Door opening width shall be no less than 31.3 inches between grab Rails with the doors fully opened.

We kindly request your approval for rear wheelhouses constructed of reinforced fiberglass that successfully meet the 2 in steel ball impact test with at least 200 ft-lb of energy without penetration & fire resistance as per the Standard Bus Procurement Guidelines (White Book).

Response:
Denied

414) 1.6.9.1 Interior 51;
Destination sign access door shall be secured using aircraft type Clamps or two (2) push type pop out latches.

We request approval to use screws to secure the destination sign access door.

Response:
Denied

415) 1.6.9.1 Interior 51;
Access doors shall be hinged.
We request approval to use screws to secure the destination sign access door.

Response:
Denied

416) 1.6.9.1 Interior 52;
Access openings in the floor shall be sealed to prevent entry of fumes and water into the bus interior. Flooring material shall be flush with the floor and shall be edge bound with stainless steel or anodized aluminum to prevent the edges from coming loose.

Our access openings in the floor compress on the flooring or semi-rigid foam. The floor openings are recessed to have the top of the access door flush with the surrounding floor. Due to the use of composite floor, we do not use trim to prevent the floor from coming loose. We request approval.

Response:
Approved

417) 1.6.9.2 Exterior 53;

The battery covers (if applicable) shall be fiberglass.

We request your approval for a battery door made of a thermoplastic polymer blends based on polycarbonate and ABS panel.

Response:
Approved

418) 1.6.9.2 Exterior 53;
The bus shall be equipped with an access door to Selective Catalyst Reduction (SCR) and Decomposition tube and/or Three Way Catalyst.

Our buses are equipped with an access door to the SCR or Three way Catalyst, however we'd like to clarify that these parts are removed from underneath the bus.

Response:
Approved

419) 1.6.9.2 Exterior 3.4 Electrical Components 3.4.1.2 Low Voltage Batteries (24V) 53; 123
No electrical equipment other than the battery cables shall be located in the battery compartment.

3.4.1.2 Low-voltage batteries (Voltage regulator, battery switches, etc., shall be mounted in a separate compartment.

We request approval for the following components to be located in the battery compartment:
Voltage regulator (if a Delco alternator is used), Fuse block, Buses bar, relay and master switch.

Response:
Approved

420) 1.6.9.2 Exterior 53;
All exterior equipment compartment doors shall be sealed to prevent entry of water into the compartment during bus washing operations.

All exterior compartment doors do not need to be sealed on our vehicle. We request approval.

Response:
Denied, unless your design prevents entry of water into compartment during bus washing operations.

421) 1.6.9.2 Exterior 53;
A defroster door at the front of the bus must provide maintenance access.

Our buses have an interior access panel located under the dash to access the defroster. We request approval.

Response:
Approved

422) 1.7 Operating Components 1.7.1 Doors 1.7.1.1 Control 53;
Dump valve shall be accessible from outside of the bus.

Clarification: Dump valve is accessible from outside the bus through the driver's window.

Response:
Approved

423) 1.7 Operating Components 1.7.1 Doors 1.7.1.1 Control 54;
All door exhaust valves shall be exhausted to the outside of the bus.

We request your approval for pneumatic door
Exhaust within the base light and driver's lateral console.

Response:
Denied

424) 1.7 Operating Components 1.7.1 Doors 1.7.1.1 Control 54;
The braking effort shall be adjustable with hand tools only, from zero effort to 40 psi
At the axle brakes.
We request approval for the following: Regulator is preset at 50 psi resulting in 45
PSI applied on the brakes. The regulator has limited adjustment.

Response:
Denied

425) 1.7 Operating Components 1.7.1 Doors 1.7.1.1 Control 54;

The braking effort shall be adjustable with hand tools only... The adjustment device
Shall be enclosed in tamper-proof housing, if located inside the bus.

Since the adjustment device is located in a compartment under the dash, we request
approval not to enclose it in a tamper-proof housing.

Response:
Denied

426) 1.7 Operating Components 1.7.1 Doors 1.7.1.1 Control 54;
Door system configuration to include door controls, hand rails and front and rear door
panels shall be submitted and require approval by NICE during the preproduction
conference (See Appendix 2, Preproduction Conference, Item PPC 48).

We request your approval for Vapor pneumatic slide glide doors.

Response:
Review at PPC

427) 1.7.1.2 Door Bearings 54;

Doors shall not rattle when in the closed position. Door bearings and other operating components shall have easy replacement capability. All friction points shall have replaceable bearings equipped with Zerk or compatible lubrication fittings sized for use with a standard grease gun.

Vapor door design in the proposed configuration uses a plastic spherical bearing. These bearings are lubed for life.

This design has been tested rigorously both in the lab and field and has seen over 1,000,000 cycles without failure.

Response:
Approved

428) 1.7.1.3 Closing Force 54;

No more than a fourteen (14) pound force shall be imposed on a one (1) inch O.D. diameter pipe struck by a closing door. A maximum force of thirty-five (35) pounds shall be required for a passenger to free himself after having door close upon him.

We request your approval for an APTA SBPG compliant specification which reads as follows: Whether or not the obstruction sensing system is present or functional, it shall be possible to withdraw a 1½ in. diameter cylinder from between the center edges of a closed and locked door with an outward force not greater than 35 lbs.

Response:
Approved

429) 1.7.1.4 Actuators 55;

Actuators and the door mechanism shall be designed to operate without a Class Three (3) failure for 150,000 miles on design operating profile.

According to the door manufacturer, Vapor:
These designs have been tested rigorously both in the lab and field and have seen over 1,000,000 cycles without failure.

Response:
Approved provided it meets IFB Technical Spec requirements

430) 1.7.2.1 Windshield Wipers 56;

Both wipers shall park along the center edges of the windshield glass.

Since we offer a one-piece windshield both wipers park along the bottom edge of the windshield. We request approval.

Response:
Approved

431) 1.7.2.1 Windshield Wipers 56;
Windshield wiper and windshield washer systems shall be submitted and require approval by NICE during the preproduction conference (See Appendix 2, Preproduction Conference, Item PPC 50). Windshield wipers must automatically engage vehicle headlamps.

We request your approval for DOGA wiper.

Response:
Approved

432) 1.7.2.2 Windshield Wipers 56;
Washer hose shall be run through the front panel without the use of any fittings.

We request approval to use T-fittings under the dash to hold the hose.

Response:
Denied

433) 1.7.3 Lighting Controls; Instruments 1.7.3.1 Exterior Lighting 57;
Lights mounted on the engine compartment doors shall be seven (7") in diameter and shall be protected from the impact shock of door opening and closing.

We wish to clarify that the lights are mounted on each side of the rear shell, not on the engine compartment door. Additionally, a single LED strip (Cyclops) stop light is mounted in the middle of the rear shell, above the engine compartment door. We kindly request your approval

Response:
Approved

434) 1.7.3 Lighting Controls; Instruments 1.7.3.1 Exterior Lighting 57;
Dual 4 inch headlights shall be 12 volt LED's.

Proposed headlights are dual voltage 12-24 Volts.
Our Bus uses a 24 Volts system for all lights. We request approval.

Response:
Approved

435) 1.7.3 Lighting Controls; Instruments 1.7.3.1 Exterior Lighting 57;
Auxiliary emergency flashing lights can be provided in the engine compartment, visible when the engine door is open.

As our brake, turn and tail lights are located on the side of the rear shell and therefore visible with the engine compartment door open, we request approval not to provide any additional emergency flashing lights in the engine compartment.

Response:
Denied

436) 1.7.3.2 Service Area Lighting 59;
The engine compartments shall be illuminated by a minimum of four LED light strips controlled by a toggle switch located near the rear start controls in the engine compartment. Service Area lighting shall use "exterior" lights and shall be able to withstand the heat generated within the compartment.

We request your approval for 3 LED Lights in engine compartment (Dialight18011CB803 24V).

Response:
Denied

437) 1.7.3.3 Passenger Interior Lighting 59
Each individual interior light fixture shall be independently programmable and a photo sensor shall provide for the automatic adjustment of interior light levels relative to ambient light.

We request approval for our passenger interior lighting systems with the following features: The brightness is adjusted by DIM switches for each light fixture, except for the last two fixtures on each side of the bus on the rear podium which are shorter in length and are adjusted together. The LED interior lighting is dimmable at the following intensity levels: DIM 10%, 20%, 40%, 60% et 80%. The lights are pre-set to turn ON, OFF or DIM instantaneously at the set level through the multiplex system. A photo sensor feature is not available.

Response:
Denied

438) 1.7.3.5 Operator Controls 62
Diagnostic Light Panel Test Switch
We do not offer a separate Diagnostic Light Panel Test Switch. Instead, at start up the instrument panel will go through the self-test for tell-tales and gauges. We request approval.

Response:
Denied

439) 1.7.3.5 Operator Controls 62
Retarder switch (ON/OFF) locked and located in engine compartment.

We request approval to place the retarder ON/OFF switch in the driver's overhead left compartment. This will be a momentary ON/OFF switch.

Response:
Denied

440) 1.7.3.5 Operator Controls 63
All Tell-Tale lamps are to utilize replaceable bulbs.
Tell-tale lamps are LED, not individually

Replaceable. We have used this technology for over 7 years. This technology is inherent to our design. We request approval.

Response:
Approved

441) 1.7.3.5 Operator Controls 63

The instrument panel shall also include air brake reservoir pressure gauge with indicators for primary and secondary air tanks. The air gauges shall be directly plumbed to the air tanks and shall not be dependent on the electrical system.

Air is plumbed directly into the electronic instrument panel. The pressure is registered by transducers. Transducers then send the signal to the electronic gauge. This configuration allows us to utilize this signal for other uses including multiplex signals without the need of adding separate transducers. We request that this configuration be accepted.

Response:
Approved

442) 1.7.3.5 Operator Controls 63

Voltage indicators to indicate the 24 and 12 volt operating voltage across the bus batteries shall be provided.

Instead of offering a separate voltage indicator we provide voltage indication as one of the menu options in the message center display in the speedometer. We request approval.

Response:
Approved

443) 1.7.3.5 Operator Controls 64

Operator Controls - Rear View Monitor controls.
Please clarify this requirement.

Response:

Clarification for Rear View Monitor refers to back up camera

444) 1.7.3.5 Operator Controls 64

If the bus is not operated for a period of 3 days, the total electric load due to devices that require continuous energizing shall not cause the battery to be discharged below the level necessary to start the engine. Electrical loads resulting from NICE Bus devices, such as, fare box, GPS, etc., shall not exceed 1.5 amps with the Master Run Switch in the OFF position. CL/ID All electrical systems off, except those listed in OFF and power to destination signs, interior lights and marker lights.

We request approval to provide a timed shutdown feature which shuts down the power after a preset amount of time, instead of providing constant power with the master battery cutoff switch OFF and automatic low voltage battery disconnect, as these features are not offered.

Response:
Approved

445) 1.7.3.5 Operator Controls 65

SPECIAL CONTROLS

Drivers HVAC

Please specify if a separate driver's HVAC (with a separate evaporator) is required. This option is not requested in the Air Conditioning section.

Response:

Clarification - not requesting separate driver HVAC with a separate evaporator

446) 1.7.3.5 Operator Controls 65

SPECIAL CONTROLS

ABS Diagnostics

Test Engine Diagnostic Test Hill Holder Remote

Heater Blower Interlock Brake Override

Override (Emergency) (Note: this control is requested in addition to the System Override (Emergency) Engine control)

Please clarify the desired functionality of these controls

Response:

Review at PPC

447) 1.7.3.5 Operator Controls 66

PASSENGER COMFORT CONTROLS

Aisle Lights

The interior lights are positioned longitudinally

Above the windows. We request approval not to offer additional aisle lights.

Response:

Approved, no additional aisle lights required, however, step well lights remain. requirement

448) 1.9 Interior Trim 1.9.1.2 Headlining 69

Moldings and trim strips, as required to make the edges tamper-proof, shall be stainless steel or anodized aluminum, colored to complement the ceiling material.

We request approval to provide ceiling headlining moldings and trim strips that are plastic in order to complement the ceiling material.

Response:

Denied

449) 1.9 Interior Trim 1.9.1.4 Rear End 70

The rear bulkhead and rear interior surfaces may be constructed with a sound deadening, tamper proof material mounted to a solid understructure. Color shall be medium gray.

We request approval for the rear bulkhead and rear interior surfaces which are light grey thermoformed plastic to complement the interior bus colors and design.

Response:

Approved

450) 1.9.2 Passenger Seats 1.9.2.1 Arrangements 1.9.2.4 Construction and Materials 70 and 73

Stainless steel seat frames shall be supported on a stainless steel cantilever anchored to the bus wall. Seating shall be a contoured design. Seating overall height shall be at least thirty-three (33) inches and width at least thirty-five (35) inches....1.9.2.4 Construction and Materials

To the extent practicable, seats shall be interchangeable throughout the bus.

We request approval for our rear seat bench which has molded seats with inserts with identical fabric as the other seats. These seats do not have a stainless steel frame, are not cantilever and the inserts are not interchangeable with other seats. Molded seats are made of fiberglass, with grey gel coat.

Response:

Approved no fabric insert. Molded plastic material.

451) 1.9.2 Passenger Seats 1.9.2.1 Arrangements 70

At all seating positions in paired transverse seats immediately behind other seating positions, hip-to-knee room shall be no less than twenty seven (27) inches.

As shown in the seat layout, the hip-to-knee room at three paired transverse seats behind other seating positions is 26.5 inches. We request approval.

Response:

Approved

452) 1.9.2 Passenger Seats 1.9.2.1 Arrangements 70

The aisle width between the front wheelhouses shall be at least 35.5 in.

We request approval for an aisle width between the front wheelhouses of 35 inches. This provides enough room for the passage of a mobility aid device and is ADA compliant.

Response:

Approved

453) 1.9.2 Passenger Seats 1.9.2.1 Arrangements 71

Stainless steel seat frames shall be supported on a stainless steel cantilever anchored to the bus wall.

We request approval for the two longitudinal paired seats located on the rear wheelhouses to be pedestal mounted instead of cantilever.

Response:

Approved

454) 1.9.2 Passenger Seats 1.9.2.2 Dimensions 72

The rear cross bench seats shall be no less than 19" wide.

We request approval for our rear cross bench seats

Which are 18 inches wide. These seats are molded and are integral to our bus design.

Response:

Approved

455) 1.9.4 Floor Covering 1.9.4.1 Vestibule 1.9.4.2 Operator's Compartment 1.9.4.3

Passenger Area 74

whole section

The IFB describes a rubber type floor covering. We request approval to use Gerfloor floor covering which a PVC floor is covering with high quality wear insets with silicone carbide granules. The flooring sections are welded together where required. Gerfloor flooring is smooth without ribs. It has a thickness of 2.25mm and offers a coefficient of friction >0.6 (per ASTM D2047).

Response:

Approved

456) 1.9.4 Floor Covering Passenger Area 74

Floor covering shall be attached continuously to the sub-floor by waterproof adhesives without voids. All seams and interfaces with the wall, wheel wells, etc., shall be covered with trim that will provide a floor that is free of tripping hazards and easy to clean by dry and wet wash with cleaning solutions. Silicone caulking shall be used at seams so no moisture may enter into the flooring material.

The floor covering is bonded to the composite floor during the manufacturing process of the composite floor using urethane glue under controlled conditions, eliminating any possibility of water infiltration. The edge of the floor is sealed against infiltration of moisture. The edges are also reinforced with a polyester resin seal. All seams are filled with color matched welding cords that are brazed to make the most uniform and sealed surface. Please note that in the event of water infiltration, the urethane glue is not affected. The floor ends in a straight surface. The wheelhouses are placed on top of the floor and are shaped so they don't require an additional molding to prevent debris accumulation. Due to this process our floor does not require any additional trim or moldings.

Response:

If flooring material described herein as referenced in question 455, floor covering must meet floor covering manufacturer's installation standards

457) 1.10 Windows 1.10.1.2 Operator's Side Window 75

The Operator's side window shall open sufficiently to permit the seated Operator to easily adjust the left outside rear view mirror.

Since the driver cannot reach outside to adjust the

Street-side mirror from a seated position, we offer remote controlled mirrors as standard. We request approval.

Response:

Approved

458) 1.10 Windows 1.10.1.2 Operator's Side Window 75

This window section shall slide rearward in tracks or channels designed to last the service life of the bus.

Clarification: The front section of the operator's window slides rearward in tracks as specified. The rear section is fixed to prevent injuries by the passenger seating behind the driver as the rear section extends beyond the driver's partition.

Response:

Clarifications approved

459) 1.10 Windows 1.10.1.2 Operator's Side Window 1.10.2 Side Windows and Rear Window 75 and 76

1.10.1.2 Operator's Side Window Visible Light Transmitted 86%

- Total Solar Energy rejected 34%
- Infrared Rejection 90%
- Visible Light Reflection 10%
- UV Rejection 99.9%
- Glare Reduction 3% and

1.10.2.2 Materials

The material shall conform to the requirements of ANSI Standard for Type AS-2 Safety Glazing Materials.

We request approval for side windows that conform to the requirements of ANSI Standard for Type AS- 3 Safety Glazing Materials.

The AS2 clarity specified for passenger windows in section 1.10.2.2 really is meant to apply to the driver's window only. Passenger windows are required to be AS3.

The heat rejecting properties for the driver's window mentioned in section 1.10.1.2 are not allowed to be applied as an add on film as it reduces the required AS2 clarity. We propose special heat rejecting Heat Guard® glass which meets the stated requirements through the glass composition itself. We request your approval.

Response:

Approved

460) 2.02 Performance 2.0.2.2 Sound Insulation 77

The bus shall accelerate at full throttle from a standstill to forty- five (45) MPH, and back down to zero using a light pressure on brake pedal, on level commercial asphalt or concrete pavement in an area free of large reflecting surfaces within fifty (50) feet of the bus path.

Please note that this test was performed as per APTA White Book specification with the vehicle operated from a stopped position to 35 miles per hour with a fully depressed accelerator. The noise test was never performed with the bus accelerated to 45 miles per hour; therefore the interior noise level at this speed cannot be confirmed. We therefore request approval to comply to comply to this requirement with the vehicle operated from a stopped position to 35 miles per hour.

Response:

Approved

461) 2.1 Ancillary Features 2.1.2.1 Outside Mirrors 80

The roadside mirror shall be manually operated while the curbside shall be remote controlled by operator...The flat street side mirror shall be adjustable from the Operator's seat.

We request approval to offer a remote controlled roadside mirror standard in order to permit the seated operator to adjust the mirror.

Response:

Approved

462) 2.1 Ancillary Features 2.1.2.1 Outside Mirrors 80

Exterior mounted, driver's side (left) mirror bracket to be mounted from above and not below the driver's window area.

Response:
Question is missing

463) 2.1 Ancillary Features 2.1.2.1 Outside Mirrors 2.6 Next Stop Sign / Stop Request / Exit Signal 79 and 90

The chime shall have tape switches and/or press buttons that are convenient to all seated passengers, standees and the disabled. Tape switches shall be provided to the assist wheelchair passengers located in the wheelchair securement area...Tape switches shall also be installed between all window assemblies and behind rearmost windows to assist passengers.

2.1.6 Next Stop Sign / Stop Request / Exit Signal Pull Cord Passenger Signal

The system shall consist of a heavy-duty pull cable, chime and interior sign message.

We request approval to provide chime pull chords instead of tape switches as specified in section

2.1.6. Tape switches will be provided in the wheelchair securement area.

Response:

Use of pull chime cord is Approved as defined in relevant sections

464) 2.1 Ancillary Features 2.1.3.4 Overhead 81

A continuous, full grip, overhead assist shall be provided except forward of the standee line and at the rear door.

Due to the location of our ITS equipment box we do not provide an overhead assist immediately behind the driver's barrier approximately over the street side wheelhouse, however an assist is provided at the wheelhouse level and the passenger assists are functionally continuous. We request approval.

Response:
Approved

465) 2.1 Ancillary Features 2.1.4.3 System Characteristics 83

Power shall be provided to the sign system components from a circuit breaker at the vehicle's electrical junction box. The power takeoff point at the electrical junction box shall be controlled by the master run switch.

A relay shall be used for the main power and a multiplex output for 5A output power.

We request your approval for a destination sign powered by a 10 amp output multiplex I/O module with short circuit protection.

Response:
Approved

466) 2.1 Ancillary Features 2.1.4.5 Programming 86

SIDE DESTINATION SIGN(s)

Please clarify if one (curbside) or two (curbside and street side) side destination signs are requested.

Response:

Clarified - One curbside destination side sign is required

467) 2.1.6 Next Stop Sign / Stop Request / Exit Signal 89

Public Address (PA) System

The bus manufacturer shall provide a PA System. Included is volume control of the internal announcements. System needs to interface with VLU (see Appendix 3).

It is stated in the Public Address System section, that the bus manufacturer must procure and install the PA system, while it is stated in Appendix 3 that the CAD AVL system will control the voice announcement via the NICE provided free hand system. In addition, the Turn Signal provides its own PA system for the external speakers and section 2.2.6 Passenger Amenities mentions an operator's public address system.

Response:

Question is missing

468) 2.2.1 Wheelchair Ramp System 92

A front door ramp shall be provided. The wheelchair ramp shall be a self-contained passive electro-hydraulic ramp rated for a minimum net test load capacity of 800 pounds with preference of 1200 pounds.

We request approval to offer the Lift-U LU11 ramp which is a fully electric ramp. The ramp has a rated capacity of 950 lbs.

Response:

Approved

469) 2.2.1 Wheelchair Ramp System 92

When the wheelchair ramp master switches is placed in the "ON" position, and activates an electrical solenoid that connects the ramp electrical system to the vehicle electrical system. Our ramp is activated via the multiplex system, not through a solenoid. We request approval.

Response:

Approved

470) 2.2.5 Flip Seats 94

The base of the flip seat or barrier behind the wheelchair must extend across the entire thirty (30) inches of "clear floor space" in the securement area to provide a backstop for the wheelchair to resist forward acceleration of the vehicle.

Clarification: The base of the flip seat or barrier behind the wheelchair extends 30 inches of clear floor space measured from the bus wall.

Response:

Clarification accepted

471) 2.4.2 Power Plant Mounting and Accessories 2.4.2.1.1 Service 98

All cooling system clamps shall be re-torqued after engine reaches operating temperature and after initial road test.

We request to perform a visual inspection to check for cooling system leaks after initial road test without re-torquing the cooling system clamps if no leaks are found.

Response:
Denied

472) 2.4.2 Power Plant Mounting and Accessories 2.4.2.1.1 Service 98

All lubricant sumps shall be fitted with magnetic type external, American standard hex head drain plugs of a standard size.

Cummins do not offer magnetic drain plug for the engine.

Response:
Approved – provided engine offers alternative system to perform same function

473) 2.4.2 Power Plant Mounting and Accessories 2.4.2.1.1 Service 98

All lubricant sumps shall be fitted with magnetic type external, American standard hex head drain plugs of a standard size.

ZF transmission does not have or require a magnetic drain plug since the transmission contains 3 magnets in the oil pan.

Response:
Approved

474) 2.4.2.2 Accessories 3.3 Electrical System 3.3.1 General Requirements 99 and 119

The alternator shall be capable of providing a positive charge to the electrical system with all systems in operation, at idle.... The power generating system shall be rated sufficiently higher than the total possible electrical load to maintain the charge on the batteries at all operating conditions including the engine at low idle.

We kindly request your approval

Response:
Question is missing

475) 2.4.3 Power Plant 100

The engine shall meet all regulatory requirements when operating on fuel equal to CARB Specifications for Compressed Natural Gas #2292.5. The four predominant characteristics that must be met are Methane, Ethane, Butane, and Propane.

(See Appendix 2, Preproduction Conference, Item PPC 15).

We kindly request your approval

Response:
Question is missing

476) 2.4.3.1 Engine 100

The engine shall operate for five (5) years or three hundred thousand (300,000) miles (whichever comes first) on the design operating profile without major failure or significant deterioration. Components of the fuel and control system shall operate for five (5) years or three hundred thousand (300,000) miles (whichever comes first) without replacement or major service.

The specified components (engine and components of the fuel and control system) are supplied to us by Cummins Inc. Cummins do not publish L10/useful life numbers however, in terms of useful life, Cummins products are designed for specific applications and duty cycles and utilize Cummins Standard work requirements in the

design of products.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

477) Appendix 2 Items Requiring NICE Approval during Preproduction Conference 193 and up whole section.

Please note that the description of some of the PPC item numbers listed in Appendix 2 do not match the PPC item numbers listed in the body of the technical specification as they refer to a different subject (for example PPC15, PPC 17). Please correct or specify which one takes precedence.

Response:

Advertised IFB is correct

478) 2.4.3.2 Cooling System 102

A sight glass to determine satisfactory engine coolant level shall be provided and shall be accessible by opening an access door.

Our cooling system is installed on the roof at the rear of the bus. A sight gauge is installed on the surge tank. Additionally, a low level coolant indication is indicated on the message center of the electronic master gauge on the engine control box that is located in the engine compartment. We request approval for this configuration.

Response:

Approved, subject to meet IFB technical specifications. Surge tank sight glass must be at eye level

479) 2.4.3.2 Cooling System 102

A spring loaded, push button type valve or a lever type, to safely release pressure or vacuum in the cooling system shall be provided no more than sixty-six (66) inches above the ground and accessible through the same access door. The automatic pressure release valve shall be a standard automotive radiator cap mounted at top of tank, in an accessible location.

Our fill port on the surge tank is located in the radiator compartment, which is located on the rear of the roof of the bus. This exceeds the 66" requirement. A quick fill port is located in the engine compartment within the required height. We request approval.

Response:

Denied

480) 2.4.3.2 Cooling System 103

Fans shall be lightweight fiberglass. Radiator and charge air cooler shall have a powder coated steel frame and fan shroud.

We request approval for fans that are lightweight, made of plastic and don't have a shroud.

Response:

Denied

481) 2.4.3.2 Cooling System 103

If air charge cooler is necessary for engine performance, it shall be located elsewhere or be

stacked above the radiator.

We request approval for our charge air cooler which is installed side by side with the radiator in the radiator compartment.

Response:
Approved

482) 2.4.3.3 Transmission 103

A large remote mounted, shell and tube, re-buildable heat exchanger shall be provided capable of adequately cooling the transmission and retarder assembly.

We kindly request your approval for a Champ product remote heat exchanger internally cleanable by removing 1 endcap but not rebuild able per supplier recommendation.

Response:
Denied

483) 2.4.4.2 Exhaust Location 105

The exhaust compartment must be insulated.

The exhaust system is located in the engine compartment. We request approval.

Response:
Approved, but exhaust must be shielded / insulated

484) 2.5 Final Drive 2.5.1 General Requirements 106

All axles shall include synthetic oil or grease. Lubricant drain plug shall be the magnetic type, external hex head of a standard size. The axle shall be vented. To reduce likelihood of water entering when the axle is submerged, the vent line shall be a minimum of thirty-two (32) inches above street level and filtered to prevent entrance of foreign material.

We request approval for our ZF AV-132 rear axles and ZF RL-85 front axles. Our axles have

grease lubricated hub bearings. The axles are filled with ZF Eco fluid X, a non-synthetic lubricant, recommended by the axle manufacturer.

Response:
Denied

485) 2.4.3.3 Transmission 103

A large remote mounted, shell and tube, re-buildable heat exchanger shall be provided capable of adequately cooling the transmission and retarder assembly.

We kindly request your approval for a transmission equipped with an integrated transmission oil heat exchanger and a remote retarder oil heat exchanger. The transmission oil cooler assembly is completely re-buildable down to the lowest replaceable unit (plate and frame cartridge). The retarder oil cooler assembly is completely re-buildable down to the lowest replaceable unit (plate and frame cartridge).

Response:
Denied

486) 2.6 Suspension 2.6.1 General Requirements and 2.8 Brakes 2.8.1 Service Brake 2.8.1.1 Actuation 107 and 110

The front and rear axles shall be equipped with extended life drum brakes ... and Extended life drum brakes with 100,000 mile warranty shall be provided on all four (4) wheels, controlled and actuated by a foot treadle valve. Our buses come equipped with disk brakes on all wheels. We request approval.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

487) 2.8 Brakes 2.8.1 Service Brake 2.8.1.2 Friction Material 110

The friction material shall have an overhaul or replacement life of at least one hundred thousand (100,000) miles when running on the designed operating profile. The friction material used in the brake system shall be premium material.

We cannot guarantee life expectation for friction material because it will vary from load cycle to load cycle, driver's driving style, use of retarder, etc.

Response:

See revised warranty subsystems and components section 17, located on last page of this document (Questions Technical question – responses). In addition, the IFB Technical Specification document will be updated with revised modifications

488) 2.4.3.3 Transmission 104

The electronically controlled transmission shall have on-board diagnostic capabilities, be able to monitor functions, store and time stamp out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel.

The ZF Transmission ECU logs fault codes, the environmental conditions that were critical and how many times it occurred, but the ECU does not time stamp the fault codes. We kindly request your approval.

Response:

Denied

489) 2.4.3.3 Transmission 104

In case of failure of the onboard diagnostics, transmission fault codes must be accessible through the transmission shift selector without any additional external readers or software to aid service personal.

On the ZF transmission, it is necessary to connect a reader to the USB port on the transmission shift selector in order to read the diagnostic fault codes. Certain fault information is visible in the message center display in the speedometer or with a laptop in the VBEA multiplexer. We kindly request your approval.

Response:

Denied

490) 2.4.3.3 Transmission 104

An Automatic Neutral Function with Automatic Re-engagement shall be provided. The transmission, when in forward direction, shall automatically shift the transmission to neutral

when the vehicle registers zero road speed, engine is idle and service brakes are applied. If the status of any one or more of the three signals changes, the transmission immediately and automatically resumes forward mode operation. Provision shall be made to have the ability to turn this function off if required.

We kindly request your approval for a transmission equipped with Auto-Neutral that cannot be de- activated.

Response:
Denied

491) 2.4.3.3 Transmission 104

The Bus shall be equipped with a three stage retarder: 1/3 retarder applied (33%) upon release of the accelerator pedal and the remaining 2/3 retarder applied in 2 steps, namely 66% at 4 psi and 100% at 7 psi, as a function of brake pedal pressure.

We request approval for our retarder system which has a 1 psi pressure switch mounted in the brake pedal and a 4-stage pressure transducer mounted in the front of the vehicle (dash).

Response:
Denied

492) 2.4.3.3 Transmission 104

A retarder disable switch shall be accessible only in the front key locked electrical compartment. The retarder shall be activated when the guard is closed. A pilot light, on the dash shall indicate, to the Operator that, the retarder is "OFF" by illuminating. Disabling of retarder shall be recorded for NICE data collection.

We advise against the installation of a retarder switch. The retarder function contributes to the efficient operation of the brake system. Removal of the retarder function can lead to overheating of the brakes and also a reduction in brake life. Even with the retarder on, in the event of a rear wheel ABS event, during which the ABS comes on, the ABS system, will automatically deactivate the retarder. However, a momentary retarder switch linked to a timer function can be offered. The timer function works as the follows: when activated the retarder function is disabled for a cumulative period of 2 minutes of braking time without retarder. After a cumulative 2 minutes of braking time, there is a 30 minutes brake cool down period. The retarder cannot be disabled during the cool down period. A tell Tale indicator show the retarder status at any time. Disabling retarder function is not recorded. We request approval. We wish to clarify that oil pressure, voltmeter, coolant temperature and hour meter is accessible via the master gage in the engine compartment and driver area. Therefore no individual gages are offered. Please note that the highest reading is not recorded. We kindly request your approval.

Response:

Denied for entire section.

493) 2.4.3.3 Transmission 104

Gauges indicating engine coolant temperature and engine oil pressure shall be flush mounted in a common panel located in a conspicuous place in the engine compartment. Voltmeter gauges indicating 24 and 12 volt operating voltages shall be provided in the engine compartment. No gauges shall be directly mounted to the engine or transmission. Gauges shall be water and dust proof, having an accuracy rating within 3 percent of total scale,

corrosion and shock resistant casings, and a clear lens. An electrical engine hour meter shall be provided capable of withstanding environmental conditions found in the engine compartment. All gauges shall be shock mounted to preclude damage from vibration, designed for exterior use, and able to withstand conditions found in engine compartment. All gauges shall be a "Tell-Tale" (save the highest reading) design, electrically operated. We advise against the installation of a retarder switch. The retarder function contributes to the efficient operation of the brake system. Removal of the retarder function can lead to overheating of the brakes and also a reduction in brake life. Even with the retarder on, in the event of a rear wheel ABS event, during which the ABS comes on, the ABS system, will automatically deactivate the retarder. However, a momentary retarder switch linked to a timer function can be offered. The timer function works as the follows: when activated the retarder function is disabled for a cumulative period of 2 minutes of braking time without retarder. After a cumulative 2 minutes of braking time, there is a 30 minutes brake cool down period. The retarder cannot be disabled during the cool down period. A tell Tale indicator show the retarder status at any time. Disabling retarder function is not recorded. We request approval. We wish to clarify that oil pressure, voltmeter, coolant temperature and hour meter is accessible via the master gage in the engine compartment and driver area. Therefore no individual gages are offered. Please note that the highest reading is not recorded. We kindly request your approval.

Response:
Denied for entire section.

494) 2.8.1.4 Air System 111

Air lines

Black Indicates accessories Blue Indicates suspension

We request approval to also use blue tubing for kneeling

Response:
Approved

495) 2.8.1.4 Air System 112

The air system shall be protected by a pressure relief valve set at one hundred fifty (150) psi and shall be equipped with check valves and pressure protection valves to assure partial operation in case of line failures.

The air system pressure relief valve is set at 175psi mounted on the ping tank so it would not get activated by the regular pressure oscillations coming from the compressor.

Response:
Clarification - Relief value set at 150 PSI for each tank. Shall be discussed at PPC

496) 3.3 Electrical System 3.3.1 General Requirements 119

Redundant grounds shall be used for all electrical equipment, except where it can be demonstrated that redundant grounds are not feasible or practicable....

Redundant grounds offered are specific to the starter motor and alternator only. The engine block acts as a redundant ground since both systems have a dedicated ground cable and their frame is conductive.

Response:
Review at PPC

497) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

All wiring between major electrical components and terminations, shall have double electrical insulation, be waterproof, and shall meet specification requirements of SAE Recommended Practice J-1292 and J1128-Type SXL or GXL. Double insulation shall be maintained as close to the terminals as practicable. The requirement for double insulation can be met by HD convoluted plastic loom (electrical tape is not acceptable insulation method).

We request approval to use slit convoluted loom only on harnesses and battery cables in the engine compartment and under floor and use electrical tape on harnesses that are not exposed to the elements (inside the passenger area).

Response:

Denied

498) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

All wiring between major electrical components and terminations, shall have double electrical insulation, be waterproof, and shall meet specification requirements of SAE Recommended Practice J-1292 and J1128-Type SXL or GXL.

We request approval to also use TXL type wiring in harnesses inside the vehicle (not exposed).

We request approval to also use TXL type wiring in harnesses inside the vehicle (not exposed).

Response:

Denied

499) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

Except as interrupted by the lockable master battery disconnect switch, battery and starter wiring shall be continuous cables with connections, secured by bolted terminals and shall conform to specification requirements of SAE Standard J1127, Jumbo Type SGT or SGX and SAE Recommended Practice J541-JUL83.

We request approval to use starter interconnections compliant to the J1908 standard.

Response:

Denied

500) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

All general purpose wiring shall be made of low smoke cross linked polyethylene insulated wiring.

We request approval to use SAE recommended SXL, GXL and TXL type wire.

Response:

Denied

501) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

All wiring harnesses over five (5) feet long and containing at least five (5) wires shall include ten percent (10%), but not less than two (2), excess wires for spares that are the same size as the largest wire in the harness excluding the battery cables.

We request approval to instead provide all wiring harnesses having a sufficient length to permit end terminals to be replaced without stretching or replacing the wire.

Response:

Denied

502) 3.1.2 Installation 114

Geo fence controlled valves shall shut off flow to all but one tank upon entering parking buildings at 700 Commercial Ave. Garden City NY and 50 Banks Ave, Rockville Centre NY. Tank shall be opened as buses leave each yard triggered by passing the designated geo fence line. Valve system design shall be functionally engineered to interface with NICE's ITS leakage detection and Yard Management System.

We kindly request your approval

Response:

Question is missing

503) 3.3 Electrical System 120

Use of stand-alone tie-wraps to support harnesses is not acceptable.

We request approval to use stand-alone tie-wraps.

Response:

Denied

504) 3.3 Electrical System 120

Terminals shall be full ring type or interlocking and corrosion resistant.

We request approval to use terminals with spade connections.

Response:

Denied

505) 3.3 Electrical System 3.3.1.2 Wiring and Terminals 120

T-splices must be used when it is less than twenty five thousand (25,000) circular mills of copper in cross section, a mechanical clamp is used in addition to solder on the splice, the wire supports no mechanical load in the area of the splice, and the wire is supported to prevent flexing.

We request approval to use junction boxes instead of T-splices.

Response:

Approved; - The install location(s) will be reviewed at PPC

506) 3.3.1.3 Junction Boxes 179

A rear start and run control box equipped with CNG tank indicator lights shall be mounted in an accessible location in the engine compartment.

Please clarify this requirement. What is the CNG tank state that will be shown by the CNG tank indicator lights?

Response:

Clarification - Indicator lights indicate number of active CNG tanks

507) 3.3 Electrical System 3.3.1.4 Electrical Audit 120

The bus manufacturer shall perform continuity checks and shall perform an electrical audit in actual operation. This audit will be corrected for an ambient temperature of at least 100o Fahrenheit and in accordance with the Original Equipment Manufacturer's recommendations. The bus manufacturer shall provide NICE a system total load usage list and maximum generator load limit for the bus which shall require approval by NICE prior to acceptance of the bus (Deliverable, See Appendix No.1, Item D14).

Please clarify this requirement - what needs to be checked. Is this a requirement to be checked on every vehicle? If continuity checks are required, we request that they be performed at the time of harness manufacture instead of with the bus in operation.

Response:

Clarification Specification is intended for one bus audit, however NICE may perform periodic spot checks performed at any time

508) 3.1.2 Installation 114

Geo fence controlled valves shall shut off flow to all but one tank upon entering parking buildings at 700 Commercial Ave. Garden City NY and 50 Banks Ave, Rockville Centre NY. Tank shall be opened as buses leave each yard triggered by passing the designated geo fence line. Valve system design shall be functionally engineered to interface with NICE's ITS leakage detection and Yard Management System.

Response:

Denied

509) 3.4 Electrical Components 3.4.1 General Requirements 123

All circuit breakers, with the exception of the head light circuit, which must be an automatic re-setting type, shall be manual reset types.

We request approval for the headlight circuit to be controlled by the multiplexer.

Response:

Approved

510) 3.1.2 Installation 114

The access panels shall also be protected by Tell-Tale light.

Please note that an interlock on the fuel management system prevents the vehicle from starting, however we kindly request your approval to not provide a tell-tale indicator on the access panel.

Response:

Approved

511) 3.6 Mobile Router 3.6.1 Provide and Install 129

It is NICE's intent that the new Bus manufacturer furnished Mobile Router be installed at the bus factory, such that NICE personnel will only have to "plug-in" the following listed equipment at the NICE facility upon bus delivery and acceptance.

We propose a Cisco 819 type mobile router. If this router is not acceptable, please specify which manufacturer and router model Veolia NICE currently uses or which one is preferred.

Response:

Refer to Technical Spec Section 3.6.1.2

512) 3.9 Digital Video Recorder (DVR) General requirements 135
whole section

We propose a UTC Mobile View system. If this DVR system is not acceptable, please specify which manufacturer and DVR model Veolia NICE currently uses or which one is preferred.

Response:

Refer to Technical Spec Section 3.6.1.2

513) 3.8.3 Digital Video Recording subsystem (DVR) and 3.1.4 Video Inputs 136
and 138

3.8.3 Digital Video Recording subsystem (DVR).

3.8.3.1 Ten (10) onboard NTSC color cameras per bus.

3.14 Video Inputs

3.14.1 Shall accommodate seven (7) NTSC video signals.

There is a discrepancy between these two requirements. The number of input channels should be at least 10. Please clarify.

Response:

Clarification - Technical Spec section 3.14.1 should reflect ten (10) NTSC video signals required.

514) 11.0 Multi-Format Reader Device 11.1 Open Software Platform Multi-Format
Ticket Validator for Bus 148
whole section

Please specify which device is presently used by Veolia NICE or is being considered, including manufacturer and model ID.

Response:

NICE is considering several multi-format readers/validators. As such, manufacturer(s) and/or model numbers are not available at this time, however the devices must possess these salient characteristics:

The Multi Format Reader device is shall be designed to read all below fare media formats in less than 500 MS

- . Capable of accepting 2D Aztec Barcode ticketing media
- . Capable of accepting NFC emulation / Contactless Smartcard media (ISO 14443 Compliant media), inclusive of contactless payment methods.
- . Capable of Bluetooth low energy communication
- . 3/4G communications to the BackOffice systems (Ethernet, Wi-Fi and GPRS also supported).
- . The device is shall be designed for use with open source software and with future expandability in mind.
- . The device is shall be designed to meet all major current and planned standards for payment and data security that would be relevant for such devices.
- . Ticket information shall be displayed on screen.
- . Expandable memory options.

Customer Interface

The device shall include an audio indication to the customer/user when presented with any of the ticket media stated above. (Minimum of 2 audible tones capable of projecting over a noisy environment).

The device includes a screen capable of working in direct sunlight to interact with the customer/user on ticket media presentation.

Software

Designed to support an open, updatable and extendable software platform

Supports fast OS/Firmware installation via inserted memory card or via pre-loading service prior to delivery

Minimum Capabilities

800Mhz processor

1GB RAM

32GB Storage (expandable through USB cards or similar)

Spare RS232 Serial

Battery-backed Real Time Clock

Spare i/o pins, minimum 4 independent

Power

. The MFR shall be designed to work on both 12 volt and 24 volt power circuits, with an inbuilt power conditioner to cope with potential power surges occurring from vehicle ignition (capable of handling 9 to 36 volts)

Physical

Durable outer case design (IP54/NEMA 3S, IK07 compliant)

. Large, color visual indication screen

. LED visual indicators

. Audio indication

Safety

No sharp edges or corners

Installation

. Protective outer case

. Twin clamp design suitable for mounting on handrails (31mm/1.22047 inches - 38mm/1.49606 inches in diameter, reducers shall be available for smaller diameter applications).

515) Appendix 3 216

Bus in the box (NICE to provide to Bus Manufacturer for factory testing)

This unit shall include a Vehicle Logic Unit (VLU) also known as Clever Devices

Intelligent Vehicle Network (IVN4) includes GPS and wireless modems,....., SmartYard system for methane leak detection and bus location interfaced to external strobe, Smart Tag interface, GEO fence for tank on/off functionality, interface modem (router) for cell service in a portable format to allow testing of new bus wiring.

The SmartYard and SmartTag systems are mentioned in Appendix 3, but not described anywhere in the documentation. Please elaborate on the function and requirement of these systems (procure, install, verify, etc...), and specify if the requirement is to procure and install, or just install cabling provision.

Response:

Clarification: Bus Manufacturer to provide the wiring and two antennas located on the bus roof. First antenna will be used to communicate with IVS system per Appendix 3 and is installed to the front of the bus, just over the sign compartment. The second antenna should be provided and installed middle front section near front head sign. This antenna will be used to communicate with the building SMARTYARD application. Antenna and cable shall have a service life equal to the design life of the bus. The bus manufacturer will install the antenna and the cable in conformance to this specification NICE will install Tag for SmartYard application at their depot location after delivery and DOT acceptance.

516) 3.7 Bus Mounted Data 133

3.7 Bus Mounted Data Each bus shall have a CAD-AVL system to be installed post acceptance and provided by NICE Bus.

In reference to CAD AVL System testing. Since NICE will install the equipment, we cannot be responsible for the full functionality of the CAD AVL environment unless a number of vehicle kits are made available to us for manufacturing tests. These kits must be provided in sufficient quantities to match the production requirements, and must be maintained operational by NICE at their expense, so as not to impact production schedule. Can NICE provide enough kits to allow for this?

Response:

Clarification: NICE will provide one Bus in Box for Bus manufacturer to test supplied provisions and wiring that supports 3.6.1.2 components Will be discussed at PPC.

517) Appendix 3 201

CLEVER DEVICE Intelligent Vehicle System Specifications IVN4 Specifications

The Clever Devices system requires design tests to ensure the vehicle database and IVN database are functional together. Since NICE is providing the IVN equipment, we expect NICE to conduct the IVN database validation with Clever Devices, at no cost to us. Please clarify that this is the case and that no validation costs are to be supported by the vehicle manufacturer for the Clever Devices validation.

Response:

Clarification – Bus manufacturer will not be responsible for post-delivery ITS validation costs

518) 3.7 Bus Mounted Data 133

3.7 Bus Mounted Data Each bus shall have a CAD-AVL system to be installed post acceptance and provided by NICE Bus.

Please confirm that NICE Bus will install this system.

Response:

Correct - NICE will install system, not Bus Manufacturer

519 1.10 Windows 1.10.1.2 Operator's Side Window and 1.10.2 Side Windows and Rear Windows 1.10.2.2 Materials 75 and 76

1.10.1.2 Operator's Side Window

The glazing material shall be single density laminated safety or tempered glass tinted smoke gray to the maximum legal limit. And

1.10.2 Side Windows and Rear Window

1.10.2.2 Materials

Side and rear window glazing material shall be flat glass, 0.1875 or 0.250-inch nominal thickness... Windows on the bus sides and rear and in the rear door shall be at least 28% smoke.

The 28% tint for the passenger glazing mentioned in section 1.10.2.2 is a specification for laminated glass. We propose flush windows which are tempered. We request approval for the standard dark grey tint for 3/16" tempered glass which is 13% tint. Visually, it is very similar to 28% tint for laminated glass.

Response:

Approved,

520 3.5 Air Conditioning, Heating and Ventilation 3.5.1 General 124

The HVAC unit shall mount in the compartment in the rear of the bus above the bus engine. We request approval for a roof mounted HVAC unit. This configuration is inherent to our bus design.

Response:

Denied

521 3.5 Air Conditioning, Heating and Ventilation 3.5.1 General 124

The air conditioning and heating system shall control the interior bus temperature to meet all temperature control performance requirements defined in the Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning Systems...

Please clarify which cooling APTA capacity and performance requirements are required to be met: DEFAULT

The air-conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 110 to 90 °F in less than 20 minutes after engine start-up.

Response:

Clarification: The air-conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 115 to 95 °F in less than 20 minutes after engine start-up. Engine temperature shall be within the normal operating range at the time of start-up of the cool-down test, and the engine speed shall be limited to fast idle, which may be activated by a driver-controlled device. During the cool-down period, the refrigerant pressure shall not exceed safe high-side pressures, and the condenser discharge air temperature, measured 6 in. from the surface of the coil, shall be less than 45 °F above the condenser inlet air temperature. The appropriate solar load as recommended in the APTA "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System," representing 4 p.m. on August 21, shall be used. There shall be no passengers on board, and the doors and windows shall be closed.

522 3.5 Air Conditioning, Heating and Ventilation 3.5.2 System Performance 124

3.5.2.2 The air conditioning system will be equipped with the following protective controls:
HFC R134a

If Hotter Ambient Conditions are required to be met (as described in the previous RFA), we request approval for an HVAC system utilizing R407c refrigerant instead of R134a refrigerant in order to meet the required pull down.

Response:

Hotter ambient conditions are not required

523 3.5 Air Conditioning, Heating and Ventilation 3.5.2 System Performance 124

The performance of the air conditioning and heating system shall be demonstrated to the satisfaction of NICE Bus.

We request approval not to perform an HVAC system test if a test on a similarly equipped bus has already been performed and the results can be provided to the customer.

Response:

Denied

524 3.5 Air Conditioning, Heating and Ventilation 3.5.2 System Performance 125

The air conditioning and heating system shall control the interior bus temperature to meet all temperature control performance requirements defined in the Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning Systems...

Please clarify which heating APTA capacity and performance requirements are required to be met: DEFAULT When bus is operated in outside ambient temperatures in the range of -10 to 10 °F, the interior temperature of the bus shall not fall below 55 °F while the bus is running on the design operating profile. OR Colder Ambient Conditions

With ambient temperature at -20 °F, and vehicle cold soaked at that temperature, the bus heating system shall warm the interior passenger compartment to an average temperature of 70 °F ±2 °F within 70 minutes.

Response:

Most recent APTA guidelines must be followed

525 3.5.4 Heating and Ventilating 126

3.5.4.3 All heater and water lines shall be heavy duty copper or brass except where shock absorbing or flex lines are required. All joints shall be of the slip fit solder type and the lines shall be enclosed within the body or passenger area, with the exception that lines to the driver's heater may be routed under the driver's platform provided they are heavily insulated.

We propose heating system water lines inside the bus compartment that are made of HePex (cross-linked polyethylene) tubing that replace traditional copper tubes in the passenger compartment. Joints are Uponor ProPex EP (Engineered Polymer) fittings, which offer a reliable, leak-resistant connection that does not require glue or welding. Copper tubes are used in the engine compartment.

Response:

Denied

526 3.5.11 Driver's Booster Fan 128

A separate fan unit shall provide 100 cfm of air to the driver's area through directionally

adjustable nozzles and an infinitely variable fan control.
We request approval to provide a 2-speed fan control instead of an infinitely variable fan control at this location.

Response:
Denied

527 1.8 Turn Warning System 68

In order to be consistent with the Fixed Route system deployed in existing fleet, the Bus manufacturer shall furnish and install at its factory a Turn Warning System compatible to IVN4® Clever Devices system.

Is the Turn Warning System currently up and functioning and being actively used by NICE Veolia? Who's the current or preferred supplier of the Turn Warning System? Are all the components currently supplied by the same supplier?

Response:

Clarification: Bus manufacturer not providing the Turn Warning System only providing outside speaker and wiring. Reference 3.6.1.2 NICE Bus Comm. Hardware Block Diagram.

528 2.1.4 Exterior Route Information Displays 2.1.4.5 Programming 84

The sign system shall be reprogrammable on the bus with either the use of a memory transfer module, USB key, Wi-Fi or via the J1939 Transit Data Link...

The programmer shall be designed for ease of deleting and adding messages to the destination sign list.

Is the Destination Sign currently reprogrammable by J1939 (not just fault transfer)? Also adding/deleting sign messages. We do not presently know of a destination sign and IVN vendor presently capable of doing this via J1939. Can you please specify which vendor is capable of this at the moment?

Response:

Clarification Sign System shall be reprogrammable on bus via Ethernet for message downloads 1708 for control. Inside sign is reprogrammable via J1708.

529 2.1.4 Exterior Route Information Displays 2.1.4.5 Programming 84 and 87 2.1.4.5 Programming

The sign system shall be reprogrammable on the bus with either the use of a memory transfer module, USB key, Wi-Fi or via the J1939 Transit Data Link...

System Control Console

The sign system shall be capable of wireless upload capability for receiving the messaging database.

Under "System Control Console" it says that "The sign system shall be capable of wireless upload capability for receiving the messaging database" whereas in Programming it says "The sign system shall be reprogrammable on the bus with either the use of a memory transfer module, USB key, Wi-Fi or via the J1939 Transit Data Link."

Response:

Question is missing

530 2.1.6 Next Stop Sign / Stop Request / Exit Signal 89

Internal Display Sign

The bus manufacturer shall provide one SAE J-1939 compatible Next Stop Interior Signs at the front of the Bus that interfaces with NICE's installed Clever Devices Destination

Signage System.

This paragraph mentions - NICE's installed Clever Devices Destination Signage System.

1. Clever Devices does not manufacture a Destination Signage System. Can you please clarify? What destination sign is NICE Veolia current using?

2. Is the communication presently done via J1939? We are not familiar with a system that communicates with the Interior Sign via J1939.

Please clarify.

Response:

Clarification: Bus manufacturer to provide head sign that interfaces with 3.6.1.2 NICE Bus Comm Hardware Block Diagram. Communications is presently via J1708.

531 3.1 CNG Fuel System 3.1.2 Installation 114

Geo fence controlled valves shall shut off flow to all but one tank upon entering parking buildings at 700 Commercial Ave. Garden City NY and 50 Banks Ave, Rockville Centre NY.

Tank shall be opened as buses leave each yard triggered by passing the designated geo fence line. Valve system design shall be functionally engineered to interface with NICE's ITS leakage detection and Yard Management System.

Who is your current Geo-Fencing system supplier? Please clarify.

Response:

Clever Devices is the GeoFence System supplier

532 3.6 Mobile Router 3.6.1 Provide and Install and Appendix 3 Bus in the box (NICE to provide to Bus Manufacturer for factory testing) 129 and 216

3.6 Mobile Router

3.6.1 Provide and Install

...will be the interface between the IVN4® (NICE provided) equipment...

Bus in the box (NICE to provide to Bus Manufacturer for factory testing)

This unit shall include a Vehicle Logic Unit (VLU) also known as Clever Devices Intelligent Vehicle Network (IVN4)

This states that the IVN4 will be furnished by the Client – is this the case? If so is Veolia NICE furnishing it to the bus manufacturer and the bus manufacturer is installing it or is it just provisions as suggested later on in the bid in Appendix 3 in the Bus in the box paragraph?

Response:

Clarification: NICE will provide one Bus in Box for Bus manufacturer to test supplied provisions and wiring that supports 3.6.1.2 components

533 3.8 Video Surveillance System 135

IP Type

Please clarify if the specified system needs to be IP type. The proposed UTC Mobile View system is not. Please confirm if this model is acceptable.

Response:

System must be IP based.

Denied

534 3.8 Video Surveillance System 3.8.1 Scope of Work 136

3.8.3.3 License free software such that video from equipped buses may be viewed from workstations on a network (Minimum 200+ user passwords and 60 user groups). Future software updates shall be free of charge.

Please note that since this item is provided by a third party supplier over which we have no control as to their price structure over the life of the bus, we request that the requirement to provide future updates free of charge be deleted.

Response:

Denied

535 3.32 Event Save Switch 141

3.33 Shall interface with the vehicle's Silent Alarm Switch to mark and protect data acquired during a Silent Alarm event.

Please clarify what is meant by the event button will interface with the Silent Alarm Switch.

Response:

Clarification – Bus manufacturer provided event button triggers DVR to time stamp an event. The bus manufacturer provided silent alarm button triggers alert to IVN communications system.

536 9.0 Acceptance 147

Bus manufacturer through their Surveillance Camera Vendor shall provide certification of each vehicle installed which shall clearly identify equipment installed per bus by model and serial number and shall provide results of proof-of-performance testing witnessed by NICE authorized representative and the afore- mentioned certificate counter-signed before buses are released from factory for delivery (Deliverable, See Appendix No.1, Item D19).

Please clarify the extents of proof of performance testing expected.

Response:

Clarification: Bus manufacturer validates for each bus surveillance camera functionality for sign-off by NICE factory representative.

537) Appendix 3 216

Automatic Passenger Counters (APC) (wiring only)

The bus manufacturer is only required to provide provisions for the APC installation.

Which APC system is Veolia NICE currently using?

Response:

Clarification – NICE Bus is using Clever Devices APC system, reference 3.6.1.2 NICE Bus Comm. Hardware Block Diagram. .

538) Appendix 3 205

Automated Voice Announcement Triggers (for Reference Only) Automated announcements shall continue to operate normally when the Mobile Data Computer is in silent alarm mode.

Please clarify what is the Mobile Data Computer mentioned.

Response:

Clarification: Mobile Data Computer is part of Clever Devices system.

539) Appendix 3 216

Bus in the box (NICE to provide to Bus Manufacturer for factory testing)

Please clarify if these tests are to be performed on every bus or it is a one-off test. Please

note that it is essential that Veolia NICE provide thorough documentation with the provided equipment.

Response:

Clarification: Every bus as part of acceptance needs to be tested prior to delivery.

540) Appendix 3 216

Bus in the box (NICE to provide to Bus Manufacturer for factory testing)

This unit shall include a Vehicle Logic Unit (VLU) also known as Clever Devices Intelligent Vehicle Network (IVN4) includes GPS and wireless modems, current software versions, Mobile Data Terminal (MDT) (also known as TCH), stop announcement sign, destination sign, PA interface, Fare box simulator, APC interface, SmartYard system for methane leak detection and bus location interfaced to external strobe, Smart Tag interface, GEO fence for tank on/off functionality, interface modem (router) for cell service in a portable format to allow testing of new bus wiring.

This paragraph mentions systems such as the Mobile Data Terminal, stop announcement sign, destination sign, methane leak detection system, GEO fence for tank on/off functionality, modem, etc. Other relevant sections specify that the bus manufacturer supply and install these items. Please clarify which ones we are to install and which ones are provisions only.

Response:

Clarification: Bus manufacturer to provide wiring and provisions as stated in 3.6.1.2 NICE Block Comm. Hardware Block Diagram, Bus manufacturer to install new destination signage, PA system (speaker inside / outside), interface modem router and Strobe.

541) Appendix 3 216

J1939 Bus System Fault Reporting and Performance Data (for Reference Only)

All IVN monitored devices on SAE J1939 must respond to request for PGN 65242(Software Identification).

Our multiplex system does not respond to requests but sends software ID to Clever Devices IVN via proprietary messages. Note that this has already been implemented by ourselves in conjunction with Clever Devices. We request approval.

Response:

Approved

542) Appendix 3 216

J1939 Bus System Fault Reporting and Performance Data (for Reference Only)

Utilizing proprietary or reserved PGNs or SPNs are will not be accepted as they are not compliant with J1939 or the intention of this specification.

Our multiplex system network is CANBUS compliant but using a proprietary protocol. The multiplex interfaces with J1939 but does not provide its fault codes on this network and the software ID is broadcast using a proprietary format. The system is closely integrated with Clever Devices for any faults that are necessary to be reported. We request approval.

Response:

Approved

543) Appendix 3 216

Bus System Fault Reporting (DM1 Diagnostic Messages) (for Reference Only)

All diagnostic (fault) application layer messages must conform to the requirements described in SAE J1939-73 "Application Layer

– Diagnostics....The response to the DM1 request must be in accordance with paragraph 5.7.1 with regard to the formatting of DM1 messages.

Our multiplex system does not generate DM1 messages, however our dashboard is closely integrated with the multiplex system and all system status messages are relayed as per mutually agreed on private messages. We request approval.

Response:

Approved

544) 2.8.1.6 Brake Balance Audit 112

A Brake Balance Audit shall be conducted by the OEM suppliers of the axles and air system, to check brake balance and break efficiency. This audit will be corrected to an ambient temperature of at least 100o Fahrenheit and in accordance with the Original Equipment Manufacturer's recommendation. The Brake Balance Audit shall require approval by NICE prior to acceptance of the bus. The bus manufacturer shall provide all of the necessary braking sequence processes and expected brake life miles prior to acceptance of the bus (Deliverable, See Appendix No.1, and Item D11).

We request approval to correct the audit to an ambient temperature of 80 degrees Fahrenheit, which is the standard test requirement.

Response:

Denied

545) 2.8.1.6 Brake Balance Audit 112

A Brake Balance Audit shall be conducted by the OEM suppliers of the axles and air system, to check brake balance and brake efficiency. This audit will be corrected to an ambient temperature of at least 100o Fahrenheit and in accordance with the Original Equipment Manufacturer's recommendation. The Brake Balance Audit shall require approval by NICE prior to acceptance of the bus. The bus manufacturer shall provide all of the necessary braking sequence processes and expected brake life miles prior to acceptance of the bus (Deliverable, See Appendix No.1, and Item D11).

We request approval to submit results of a brake balance audit that was already performed on a similarly equipped bus instead of conducting another audit.

Response:

Denied

546) 3.5.4 Heating and Ventilating 126

Driver's heater cores, motors and fans must be readily accessible and installed to permit easy removal. Cores are to be constructed of copper and brass. Tanks shall be a minimum

.040 brass; core tubes shall be .006 wall thickness; a minimum of nine fins per inch is required.

We request approval for our driver heater. The heater core doesn't have tanks. It is built of 3/8" by 0.012" copper tubes and 0.006" aluminum fins.

Response:

Approved

547) 1.6.9.1 Interior 52

Retention of all interior access panels, except the door actuator compartments, shall be with recessed screws. All fasteners that secure access panels shall be captive or non-captive in the cover.

Interior access panel's retention screws are not recessed. We request approval.

Response:
Denied

548) 2.1 Ancillary Features 2.1.4.5 Programming 86

SIDE DESTINATION SIGN(s)

2) 128 Columns by 15 Rows, the side sign shall have no less than 1920 LED's, with a message display area of not less than 6" high by not less than 48.5" wide. The sign enclosure itself will be no longer than 51", by no more than 9" high and less than 2" deep. The sign should weigh no more than 14lbs.

We request approval for side destination signs that are 16x120 LEDs.

Response:
Denied

549) 2.1 Ancillary Features 2.1.4.5 Programming 86

ROUTE NUMBER DESTINATION SIGN(s)

3) 48 Columns by 15 Rows, The street route number sign shall have no less than 720 LED's, with a message display area of not less than 6" high by not less than 18" wide. The sign enclosure itself will be no longer than 20", by no more than 8.25" high and less than 2" deep. The sign should weigh no more than 7lbs.

4) 48 Columns by 15 Rows, The rear route number sign shall have no less than 720 LED's, with a message display area of not less than 6" high by not less than 18" wide. The sign enclosure itself will be no longer than 24", by no more than 12" high and less than 2" deep. The destination message shall be readable by a person with 20/20 vision from a distance of 250'. The sign should weigh no more than 8.5lbs.

We request approval for route number signs that are 48x16 LEDs.

Response:
Denied

550) 2.1.1.2 Exit Signal 79

The chime system shall activate a "Stop Request" sign located on the front upper destination sign door visible to all passengers and the operator.

Our Stop Request sign is located above the center aisle of the bus adjacent to the operator's partition, not on the front upper destination sign door, however a tell-tale on the dash advises the operator of a stop request. We request your approval.

Response:
Approved

551) 2.1.3 Passenger Assists 2,1,3,1, General Requirements 80

All areas of the passenger assists that are handled by passengers, including functional components used as passenger assists, shall be stainless steel.

Clarification: Passenger assists are stainless steel; however, retaining brackets/joints are thermoformed plastic to match the bus appearance.

Response:
Denied

Continued on next page

Below reflects changes to the published IFB Technical Specifications replacing Section 17.0, Subsystem and Component Warranty:

SECTION 17.0 Subsystem and Components

| Items | Description | Years* | Mileage* |
|-------|---|--------|-----------|
| 1 | Frame and Suspension | 6 | 250,000 |
| 2 | Engine | 2 | Unlimited |
| 3 | Transmission | 2 | 100,000 |
| 4 | Drive Axle | 2 | 100,000 |
| 5 | Brake System (excluding friction | 2 | 50,000 |
| 6 | Air Conditioning System | 2 | Unlimited |
| 7 | Basic Body Structure | 3 | 150,000 |
| 8 | Structural Integrity Corrosion | 7 | 350,000 |
| 9 | Wheel Chair Ramp | 3 | Unlimited |
| 10 | Floor | 3 | Unlimited |
| 11 | Electric Motors/Pumps | | |
| 12 | A/C Condenser and Evaporator | 2 | Unlimited |
| 13 | Heater/Defroster | 1 | Unlimited |
| 14 | Water Circulating Pump (Include seal less magnetically coupled pump system) | 1 | Unlimited |
| 15 | Radiator Cooling Blowers | 2 | Unlimited |
| 16 | Driver's Ventilation Blowers | 1 | Unlimited |
| 17 | Flooring | 12 | Unlimited |

17.25 OPTIONAL EXTENDED WARRANTIES:

The bidder shall offer NICE the right to purchase extended warranties on the engine and transmission for the original and optional vehicle purchases. The extended warranty shall cover years three, four and five and start upon completion of the original two (2) year warranty.

The following shall be included in the updated specification in the location as indicated below:

36.0 Spare Requirements

- 36.1 Spare CNG Powerplant
Fully dressed (plug and play unit (to include cradle assembly ready to operate to match existing in delivered bus) and provided as installed in the forty-three (43) buses. All components directly attached to engine. Quantity two (2)
- 36.2 Spare Transmission
Fully dressed (plug and play unit (to include gear box assembly ready to operate to match existing in delivered bus) and provided as installed in the forty-three (43) buses. All components directly attached to transmission. Quantity two (2)
- 36.3 Spare HVAC units
Fully dressed system (plug and play unit (to include heating, vent and air condition assembly ready to operate to match existing in delivered bus) and provided as installed in the forty-three (43) buses. All components directly attached to HVAC. Quantity two (2)
- 36.4 Spare, Complete removable panel package
Skirt panels, access doors, engine doors light panels, passenger doors ready to be installed, to match existing in delivered bus) and provided as installed in the forty-three (43) buses. Quantity two (2)
- 36.5 Spare ECM for Engine
Electronic Control Module for Engine ready to operate to match existing in delivered bus) and provided as installed in the forty-three (43) buses. Quantity two (2)
- 36.5.1 Spare TCM for Transmission
Transmission Control Module ready to operate to match existing in delivered bus) and provided as installed in the forty-three (43) buses. Quantity two (2)

The following shall be included in the updated specification in the location as indicated below:

48.0 Diagnostic Laptop Requirements

Diagnostic Laptop: Panasonic Toughbook 31 or Transdev approved equal meeting or exceeding the salient characteristics.

Note: To be included with first bus.

| | |
|----------------------------------|--|
| Hardware & Software | Windows® 8 Pro 64-bit (with Windows® 7 downgrade option) |
| Processor | Intel® Core™ i5-3380M vPro™ Processor – 2.9GHz with Turbo Boost up to 3.6GHz |
| Memory | 8 GB SDRAM (DDR3L-1333MHz) -Minimum |
| Hard drive | Shock-mounted flex-connect hard drive with quick-release – 500GB 7200rpm with heater6 -Minimum |
| Durability | MIL-STD-810G, MIL-STD-461F, IP65 certified sealed all-weather design |
| Display | 13.1" XGA sunlight-viewable touchscreen LED 1024 x 768 |
| Keyboard | Backlit keyboard – Sealed rubber or plastic emissive |
| Power Supply | 12+ hrs; Long life Li-Ion battery pack, 8550mAh; charges in 3.5 hrs |
| Interface & Expansion | 80-pin; HDMI; D-sub 15-pin; D-sub 9-pin; 4-pin; RJ-45; PC card type II x 1; SD card (SDXC), USB port Gigabit Ethernet |
| Wireless | WiFi Intel Centrino Advanced-N 6235 (802.11g compatible) |
| Warranty | 3-year warranty, parts and labor 5-Year drop protection plan |