

**PTD22-001 Green Transit Technology  
Addendum #5 Written Inquiries and Responses**

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
1	148	- Passenger Assists - Overhead	Except forward of the standee line and at the rear door, a continuous, full grip, overhead assist shall be provided. This assist shall be convenient to standees anywhere in the bus and shall be located over the center of the aisle seating position of the transverse seats. The assist shall be no less than 70 inches above the floor.	Offeror requests approval to provide an overhead stanchion with a reduced height of approximately 69" fore of the rear cross seat due to the slope of the upper deck floor. The overhead stanchions throughout the remainder of the bus measure a minimum of 70".  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	See this Addendum, Section I "Solicitation Modifications", Subsection 70 for specification revisions.
2	9	1.15.2.	Offeror must conduct and submit a verification of HVAC APTA Test Section 9 pull down testing on all bus types offered to confirm minimum testing requirements have been met (see Attachment E).	Approval requested to submit a copy of the HVAC APTA Section 9 pull down test report prior to final acceptance of the first Battery Electric vehicle. Offeror will be utilizing the Thermo King TE18 HVAC system for the proposed BEB buses which has done well in the 115F APTA standard test (see attached data sheet). Since we are proposing our next generation Axess Battery Electric buses for the Phoenix opportunity, testing of the TE18 has not yet been completed on the new bus.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
3	9	1.15.2.	Offeror must conduct and submit a verification of HVAC APTA Test Section 9 pull down testing on all bus types offered to confirm minimum testing requirements have been met (see Attachment E).	Approval requested to submit a copy of the HVAC APTA Section 9 pull down test report prior to final acceptance of the first Fuel Cell vehicle. ENC will be utilizing the Thermo King T14EH HVAC system for the proposed Fuel Cell buses which has done well in the 115F APTA standard test (see attached data sheet). Since we are proposing our next generation Axess Fuel Cell buses for the Phoenix opportunity, testing of the T14EH has not yet been completed on the new bus.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
4	18	2.3.1. - Records	All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the CITY for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the CITY. Confidentiality will be maintained, and CITY will not violate any proprietary or other confidentiality agreements Contractor has in place.	Offeror requests approval to amend the original language to the following proposed language:  All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the CITY for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the CITY. Confidentiality will be maintained, and CITY will not violate any proprietary or other confidentiality agreements Contractor has in place.  The CITY and its representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to conducting an inspection, audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.
5	22	2.4.1	The City will make every effort to process payment for the purchase of material or services within 30 to 45 calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.	Approval requested for payment for purchase of material or services to be paid within thirty (30) calendar days after receipt of invoice.	Not approved. No changes to specifications are warranted. Please note that Section 7.7 "Payment Terms & Options" provides Offerors with options for quicker payments.
6	24	2.6.1 - Title and Risk of Loss	The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.	Offeror requests approval to amend the original language to the following proposed language:  The title and risk of loss of the bus, material or service will not pass to the City until the City actually receives the bus, material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder. Title to the bus shall pass to the City upon acceptance of the bus by the City.  Reason: Revision clarifies when risk of loss transfers (upon delivery) and when title transfers (upon acceptance).	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.

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7	24	2.6.2. - Acceptance	All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.	<p>Offeror requests approval to amend the original language to the following proposed language:</p> <p>Add to the section:</p> <p>For certainty, within fifteen (15) calendar days after delivery of the bus to the City, the City shall conduct acceptance tests on the bus. The acceptance tests to be conducted by the City, and the criteria and standards in respect of such tests, shall be agreed upon by the City and the Contractor prior to the Contractor building the buses. If a bus passes these tests, or if the City does not notify the Contractor of non-acceptance within 15 calendar days after delivery of the bus, acceptance of the bus by the City shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if the City notifies the Contractor of early acceptance or puts the bus into revenue service.</p> <p>Reason: Revision defines acceptance process.</p>	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.
8	24	2.6.3. - Force Majeure and COVID-19 Delays	<p>Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.</p> <p>If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.</p>	<p>Offeror requests approval to amend the original language to the following proposed language:</p> <p>Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. For certainty, a force majeure event shall include but is not limited to, natural disasters, floods, fires, pandemics, epidemics, acts of war or terrorism, labor shortages, strikes or lock-outs or shortages or loss of transportation.</p> <p>If either party is delayed at any time in the progress of the work by force majeure, or if the Contractor is delayed at any time during the performance of the work by the neglect or failure of the City, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.</p> <p>The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault and negligence of the Contractor. Such causes must be clearly documented to the satisfaction of the STA General Manager, and may include, but are not restricted to Acts of God or the public enemy, acts of the U.S Government in its sovereign capacity or the DTA in its contractual capacity, fires, floods, epidemic, quarantine restrictions, strikes, freight embargos, unusually severe weather, COVID-19 pandemic but in every cause the failure to perform must be beyond the control, and without the fault or negligence of the Contractor.</p>	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.
9	24	2.6.4 - Loss of Materials	The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until Contract expiration. Any such loss, injury or destruction will not release Contractor from any obligations under the Contract.	<p>Offeror requests approval to amend the original language to the following proposed language:</p> <p>The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until Contract expiration, unless such loss is caused by an act or omission or the negligence of the City or any of its employees or agents. Any such loss, injury or destruction will not release Contractor from any obligations under the Contract, unless caused by an act or omission or the negligence of the City or any of its employees or agents.</p> <p>Reason: Revision clarifies that City is responsible for loss of materials caused by its acts, omissions or negligence.</p>	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.

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10	27	2.8.2.1 - Termination	This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.	<p>Offeror requests approval to amend the original language to the following proposed language:</p> <p>Add to end of section:</p> <p>For certainty, The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.</p>	Not approved. The City will not deviate from its Standard Terms and Conditions, which must remain unchanged in the Solicitation.
11	215	22 Section VI Scope of Work	Recommended spare parts list, including bill of materials. Within 15 days after delivery of the Pilot bus.	<p>Offeror requests approval to provide a first-bus Recommended Stocking List (RSL) within 30 days of customer's pilot/first-bus delivery. This RSL parts listing will include part number, item description, stocking status, lead time and 30-day pricing information which will assist the customer in stocking parts that will support both the customer's regular and preventive bus maintenance programs. This abbreviated list is compiled using the actual bus build information that is available in the customers bus production Bill of Material (BOM)</p> <p>Typically as a bus is built there are various changes that occur while on the production line, including customer changes, OEM part supersessions etc. that will result in the final Bill of Material (BoM) being different from the initial BoM which is why Offeror recommends to provide a first-bus Recommended Stocking List (RSL) after customer's pilot/first-bus delivery. After the customer's pilot/first-bus delivery the BoM will be frozen. Although we can provide a draft prior to the customer's pilot/first-bus delivery, we cannot guarantee its accuracy and therefore any parts ordered off that list will be at the customers risk.</p> <p>Offeror will also provide the customer with a more inclusive Parts Provisioning List following last-bus delivery. This listing will be compiled using further part assembly breakdown information identified in the customers Parts manual and will assist in stocking additional parts that further support new bus operations and maintenance over the next 2-3 years.</p>	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions.
12	215	24 and 26 Section VI Scope of Work	In-process drawings (proprietary information redacted). 30 days prior to production. As-built drawings. Within 60 days after final bus delivery(ies)	Offeror requests approval to remove this requirement from the RFP. Offeror bus engineering construction drawings are considered as proprietary information and not released to the customer. In cases where more detailed information on the bus structure required to perform bus restoration, Offeror Technical Services team will supply all appropriate information required to restore the bus properly. The Offeror Parts and Service Manuals contain illustrations and component information helpful in service and repair. Offeror Vehicle System Drawings Manual includes other drawing type information such as; Electrical Schematics and diagrams, Air system schematics, Hydraulic Schematics, Cooling system schematic and layouts, PLC system Layouts, ABS System Layout, Major Component System Layout.	<p>Not approved. No changes to specifications are warranted.</p> <p>Offerors need only submit the drawing necessary to establish that the specifications are met. The City reserves the right to request other drawings and documents as needed from the prevailing Offeror(s)/Contractor(s). Any drawings containing confidential information should be marked confidential pursuant to Section 1.20.</p>
13	127	27.9.1 Finish and Color	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. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:	Request approval for external appearance and graphics to be satisfied with a wrap rather than paint. This provides the agency with greater flexibility over the life of the bus.	Not approved. No changes to specifications are warranted.

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14	38	3.15	The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.	Approval requested for the deletion of this requirement. A bus manufacturing facility cannot be subject to a plant shutdown at the sole discretion of any single customer. Such decision would have to be mutually agreed upon by the City and Contractor.	Not approved. No change to the specification is warranted. Please note that a suspension of "work" under this solicitation means a suspension of work performance on this contract only.
15	29	3.3.1	In the event that the pilot vehicle does not initially comply with all performance criteria contained in the Technical Specifications, the CITY shall have the right to retain a portion of any payment that may have been established for the pilot vehicle	Approval requested for a portion of 2% maximum to be retained in the event that the pilot vehicle does not initially comply with all performance criteria contained in the Technical Specifications, this is the industry standard.	Not approved. No change to the specification is warranted.
16	29	3.3.1 PILOT BUS	FIRST PARAGRAPH, LINE 10 - No later than seven (7) days after the end of the 30-day test, the CITY shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles.	Offeror requests revision of the testing to read - "No later than seven (7) days after the end of the 15-day test . . .". The PILOT vehicles will have completed extensive testing at the Contractor factory with Phoenix Resident Inspectors for any modifications or non-compliance issues to be resolved prior to shipping. This is the current industry standard.	Not approved. No changes to the specification are warranted.
17	30	3.4 - Post Delivery Tests	The CITY will conduct acceptance tests on each delivered bus. These tests shall be completed within fifteen (15) days after bus delivery and shall be conducted in accordance with the CITY's written test plans. The purpose of these tests is to identify Defects that have become apparent between the time of bus release and delivery to the CITY. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).  Buses that fail to pass the post-delivery tests are subject to non-acceptance. The CITY will record details of all Defects on the appropriate test forms, as revised, and shall notify the Contractor of acceptance or non-acceptance of each bus according to "Inspection, Testing and Acceptance" after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."	<i>Offeror requests approval to amend the original language to the following proposed language:</i>  <i>Add to end of first paragraph before second paragraph:</i>  <i>For certainty, the acceptance tests to be conducted by the City, and the criteria and standards in respect of such tests, shall be agreed upon by the City and the Contractor prior to the Contractor building the buses. If a bus passes these tests, or if the City does not notify the Contractor of non-acceptance within 15 calendar days after delivery of the bus, acceptance of the bus by the City shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if the City notifies the Contractor of early acceptance or puts the bus into revenue service.</i>  <i>Reason: Revision clarifies acceptance process.</i>	Not approved. No changes to the Special Terms and Conditions are warranted.
18	30	3.6	Repairs by Contractor: After non-acceptance of the bus, the Contractor must begin Work within five (5) business days after receiving notification from the CITY of failure of acceptance tests. The CITY shall make the bus available to complete repairs timely with the Contractor repair schedule.	Approval requested for revision of the requirement for work to begin within five (5) working days after receiving notification from the Agency to include the caveat that Offeror will work with the Agency to either begin the work or provide a developed plan to begin/complete work when additional time is required to engineer a proper repair or replace a long lead time component. Clarification provided that frequent, high usage, and fast-moving parts will be stocked and readily available.	See this Addendum, Section I "Solicitation Modifications", Subsection 1 for specification revisions.
19	32	3.7.4 PRICE ADJUSTMENT PROCEDURE	The unit price for each vehicle shall be firm and fixed for the initial twenty-four (24) months after Contract execution. The price adjustment procedure in this paragraph applies to vehicles purchased after the 24th month. For each subsequent year of the Contract, the unit price for each bus type shall be adjusted in accordance with the Price Schedule (Attachment A), plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial twenty-four-month period) will be determined by multiplying the Contract price by the following fraction:	Offeror respectfully proposes the unit price for each vehicle shall be firm and fixed for the initial 180 days after Contract execution. The current extreme, unprecedented inflationary pressures stemming from the Pandemic's broken global supply chain and the invasion of Ukraine have begun to cause long-lasting damage to the U.S. transit supply base. This not only impacts transit bus OEMs, but it also impacts the thousands of U.S. suppliers that provide components to the OEMs. Currently, major suppliers - axles, passenger seats, windows, I.T.S - are no longer providing firm quotations exceeding 90 days due to the current inflationary period. Reducing the firm and fixed price requirement to 180 days would protect Agency from OEMs providing a needless and artificially increased unit price.	Not approved. The firm and fixed price for the initial 24-month period after contract execution will remain unchanged. See also this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions.

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20	32	3.7.4 PRICE ADJUSTMENT PROCEDURE	The unit price for each vehicle shall be firm and fixed for the initial twenty-four (24) months after Contract execution. The price adjustment procedure in this paragraph applies to vehicles purchased after the 24th month. For each subsequent year of the Contract, the unit price for each bus type shall be adjusted in accordance with the Price Schedule (Attachment A), plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial twenty-four-month period) will be determined by multiplying the Contract price by the following fraction:	<p>Offeror respectfully requests an increase in the PPI cap as a means of sharing the risk of high inflation anticipated in the next few years and thus minimizing the bid price. In no way would this cause the Agency to pay more than the inflation rate as any future option pricing would still be subject to the PPI calculation as specified and could not exceed the Labor Dept's published index. This request would allow a higher cap to be used only if it became necessary.</p> <p>Offeror proposes the following changes this this requirement: The unit price for each vehicle shall be firm and fixed for the initial 180 days after Contract execution. The price adjustment procedure in this paragraph applies to vehicles purchased after the 6th month. For each subsequent year of the Contract, the unit price for each bus type shall be adjusted in accordance with the Price Schedule (Attachment A), plus any price increase or decrease (Capped not to exceed 8% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial 180 day period) will be determined by multiplying the Contract price by the following fraction:</p> <p>If the City of Phoenix is unable to accommodate these terms, Offeror will be unable to participate in this RFP since it is impossible for Offeror to accurately forecast cost increases in this current hyper-inflation environment. Offeror is open to having further</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions. The firm and fixed price for the initial 24-month period after contract execution will remain unchanged.
21	32	3.7.4.	Price Adjustment Procedure The unit price for each vehicle shall be firm and fixed for the initial twenty-four (24) months after Contract execution. The price adjustment procedure in this paragraph applies to vehicles purchased after the 24th month.	Approval requested for unit price for each vehicle to be firm and fixed for the initial twelve (12) months after contract execution. Producer Price Index (WPU 1413 - For Bus and Truck Bodies) will be utilized for remaining years due to the current volatility in the PPI .	See this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions. The firm and fixed price for the initial 24-month period after contract execution will remain unchanged.
22	32	3.7.4.	For each subsequent year of the Contract, the unit price for each bus type shall be adjusted in accordance with the Price Schedule (Attachment A), plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial twenty-four-month period) will be determined by multiplying the Contract price by the following fraction	Approval requested for the utilization of Producer Price Index (WPU 1413 - For Bus and Truck Bodies) change without the 3% annual inflation cap, the last year alone the PPI has increased 13.99%.	See this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions.

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23	32	3.7.4. Price Adjustment Procedure	The unit price for each vehicle shall be firm and fixed for the initial twenty-four (24) months after Contract execution. The price adjustment procedure in this paragraph applies to vehicles purchased after the 24th month. For each subsequent year of the Contract, the unit price for each bus type shall be adjusted in accordance with the Price Schedule (Attachment A), plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial twenty-four-month period) will be determined by multiplying the Contract price by the following fraction:	<p>Offeror requests approval to add supplementary language to the contract addressing Price Adjustment Procedure, which utilizes the Producer Price Index WPU1413-0271 for Transportation Equipment, Truck and Bus Bodies, Buses, Complete, Produced on Purchased Chassis, Series No. 1413 published by the United States Department of Labor Bureau of Labor Statistics.</p> <p>The request for adding this language is necessary in order to best share, between the CITY and the Bus OEM, the cost of price changes currently resulting from unprecedented levels of inflation and material cost increases. The addition of this language will actually guarantee PPTD the best possible bid price, as OEM's will not feel the need to make forecasted assumptions on future inflation and cost increases, which under current extreme conditions could otherwise be overstated.</p> <p>Additionally, the CITY will also benefit from any downswing that may occur in the index. Offeror believes that this is fair and equitable as the logic follows standard practice in the industry.</p> <p>As such, Offerors is proposing to the CITY a choice of three different solutions for Price Adjustment Procedures for your consideration. Offeror requests the CITY to review the options below and advise which solution would be most acceptable. Offeror welcomes any discussions with the CITY to address this commercial item.</p> <p>1-APTA Standard Bus Procurement Guidelines: SP 3. Options and Option Pricing</p> <p>The Contractor hereby grants the Agency and any permissible assignee options ("Options") to purchase up to [insert number of optional vehicles] additional vehicles ("Option Vehicles"). The Options shall be valid for a period of [insert period of time up to a maximum of five years] from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the Agency's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The Agency may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") at any time on or before [insert period of time up to a maximum of five years] following the effective date of the Contract ("Option Date").</p> <p>The price of the Option Vehicles shall be the unit price of the base order vehicles, ("Base Order Price") adjusted by multiplying the base order price by the following fraction: Latest Published Preliminary Index Number Prior to Notice of Exercise of Option / Index Number on Effective Date of the Contract</p> <p>The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions.
24	32	3.7.4. Price Adjustment Procedure	Request for approval continued from above	<p><b>2-Set timing PPI calculation</b> Price Adjustment for Second (2nd), Third (3rd) and Fourth (4th) Year of Order In the 2nd, 3rd and 4th production years, the unit price shall be adjusted. Note that the "3rd year" represents expected deliveries during 20XX and the "4th year" represents expected deliveries during 20XX. The price will be adjusted as follows:</p> <p>Bus Price Adjustment: The Bus price adjustment will be determined according to changes in the Producer Price Index (PPI) – Commodity Data: Group Code 1413 – Truck and Bus Bodies. Buses pricing will be adjusted according to the following equations:</p> <p>For Third (3rd) Year Guaranteed and Option Buses: <math>(\text{Base- or Option-Unit Price}) \times (\text{PPI for March 20XX}) / (\text{PPI for Month of Contract Notice to Proceed}) = \text{ADJUSTED PRICE}</math></p> <p>For Fourth (4th) Year Guaranteed and Option Buses: <math>(\text{Base- or Option-Unit Price}) \times (\text{PPI for March 20XX}) / (\text{PPI for Month of Contract Notice to Proceed}) = \text{ADJUSTED PRICE}</math></p> <p><b>3-PPI Calculation at NTP / PO</b> Vehicles shall have the same specifications as the vehicles purchased under this Contract. Agency may exercise the Options by written notice to the Contractor ("Notice to Proceed") at any time on or before five (5) years following the effective date of the Contract ("Option Date").</p> <p>The price of the Option Vehicles shall be the unit price of the base order vehicles, ("Base Order Price") adjusted by multiplying the base order price by the following fraction: Latest Published Preliminary Index Number Prior to Notice to Proceed / Index Number on Effective Date of the Contract (<a href="https://www.bls.gov/ppi/data.htm">https://www.bls.gov/ppi/data.htm</a>) The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions.
25	33	3.8.1 PAYMENT SCHEDULE, PARAGRAPH 4	Invoices shall be paid within forty-five (45) calendar days after receipt of a correct invoice unless other payment terms are given.	We request the payment be revised to the current industry standard: The City shall make payment to the Contractor within 30 calendar days after delivery and acceptance of each vehicle.	Not approved. No changes to specifications are warranted. Please note that Section 7.7 "Payment Terms & Options" provides Offerors with options for quicker payments.

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26		3.8.1 Payment Schedule		<p>o Requesting the stated payment terms, 80%/20% be removed and replaced with the following progress payment schedule:</p> <p>GENERAL: At any time prior to the start of production of the Bus, Offeror may adjust the Base Unit Price using the US Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Bus Bodies", which shall be communicated to Seller in writing. It is understood and agreed by Customer and Seller that Seller will be responsible for the collection (as an addition to the aforementioned total contract price) and remittance of sales tax, unless Customer provides exemption or similar documentation. Labor Rates for any work chargeable to Customer are based on the hourly rate of a Senior Field Service Technician, at \$145.00 per hour, subject to annual increase. Contractor will submit an invoice to the City and the City will make payments, on the following schedule:</p> <p>Bus Payments. The City shall make progress payments on a per-Bus basis in accordance with the below provisions:</p> <p>25% payment of the Bus Unit Price when Bus enters the production line. 25% payment of the Bus Unit Price when batteries are installed in a Bus. 25% payment of the Bus Unit Price when Bus is completes pre-delivery testing in accordance with the provisions of this Agreement. 25% payment of the Bus Unit Price when Bus is delivered by the City at the City's facility in accordance with the provisions of this Agreement. Battery Replacement Payment and Payment for Offeror Extended Bus Warranty. The City agrees that it will promptly make payment for the Battery Replacement Program, the Offeror Extended Bus Warranty and/or any Replacement Plans or Extended Warranties (each as may be set forth in the applicable attachments hereto) with respect to each applicable Bus upon receiving an invoice from Contractor after the City requests any such program or warranty. The City shall be charged and shall promptly make payments for spare parts and/or equipment at the unit prices itemized in the price schedule to be delivered by Contractor within fifteen (15) calendar days after the delivery of said spare parts and/or equipment and receipt of a proper invoice. The City shall also be responsible for and pay any sales tax associated with the purchase of any such spare parts and/or equipment. Unless otherwise set forth herein, the City shall make all payments to Contractor no later than fifteen (15) calendar days after receipt of an invoice from Contractor. Contractor may charge interest for late payment if payment is delayed after the payment due dates set forth in this Section 4. Interest will be charged at a rate not to exceed the prime rate of interest published by The Wall Street Journal plus 3% commencing with the date such payment was due.</p>	<p>Not approved. No changes to the specifications are warranted. With regard to the extended warranty, all costs must be included in the offer prices.</p> <p>See also this Addendum, Section I "Solicitation Modifications", Subsection 2 for specification revisions.</p>
27	33	3.8.1 PAYMENT SCHEDULE, PARAGRAPH 2	For each bus delivered, the Contractor shall issue two (2) invoices. The first invoice shall be issued at the time of delivery to CITY facility for an amount equal to eighty percent (80%) of the total bus price. The second invoice shall be issued upon acceptance of the bus by the CITY for an amount equal to twenty percent (20%) of the total bus price.	Offeror requests approval to issue one (1) invoice for each vehicle. The invoice will be dated with the date the vehicle ships from the manufacturing plant.	Not approved. No changes to the specification are warranted.
28		3.8.2 Performance Surety		Request this requirement be removed in its' entirety, as the FTA has repeatedly, over the years iterated such securities (i.e. bonds) are not required for rolling stock procurements, including transit buses. Additionally, this requirement would only add additional costs to the buses procured by the City as well as adding a financial carry burden to any transit bus OEM submitting a proposal for the RFP.	Not approved. No changes to the specifications are warranted. All costs must be included in the offer prices.
29	35	3.9	LIQUIDATED DAMAGES FOR LATE BUS DELIVERY The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the CITY shall be fixed at \$250.00 per day per bus, excluding weekends and holidays, not delivered in substantially good condition as inspected by the CITY at the time released for shipment	Approval requested that the delay in delivery damages amount be limited to \$100/ per bus/per day of delay. This is the industry standard for liquidated damages.	Not approved. No change to the specification is warranted.
30	57	4.18	If such a determination has not been made, the following minimum requirements apply:.... 2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract	It is our understanding that per section 3.8.2. Performance Surety (pg. 34), a determination has been made of Performance surety in the amount of \$2,500,000 and therefore 100% performance bond as stated in section 4.18 Bonding (pg. 57) is not applicable. Please confirm this assumption is correct, otherwise please advise what performance bond amount is required for this opportunity.	<p>The Section 4.18 federal term for 100% performance bonding is only applicable to construction or facility improvement contracts. This contract is neither.</p> <p>Instead, the \$2,500,000 performance bonding/surety requirement of Section 3.8.2 is applicable to this solicitation.</p>

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31	57	4.18	3.A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.	Clarification requested whether a payment bond is required, there is no reference of a payment bond found in the bid specification.	The Section 4.18 federal term for 100% payment bonding is only applicable to construction or facility improvement contracts. This contract is neither.  There is no payment bond requirement for this solicitation. Please note that successful offeror is still subject to Arizona Prompt Payment Act statutory requirements.
32	57	4.18 BONDING	1. A bid guarantee from each bidder equivalent to five percent of the bid price.	Offeror requests clarification - is a Bid bond required with this procurement?	The Section 4.18 federal term for a 5% bid guarantee/bond is only applicable to construction or facility improvement contracts. This contract is neither.  There is no bid bond requirement for this solicitation.
33	57	4.18 Bonding	Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply: 1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. 2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. 3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract	Is a Bid Bond required with the RFP response?	The Section 4.18 federal term for a 5% bid guarantee/bond is only applicable to construction or facility improvement contracts. This contract is neither.  There is no bid bond requirement for this solicitation.
34	49	4.4	Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract	Approval requested for contractor to pass through the cost of material changes that are a result of Federal changes.	Not approved. No change to the specification is warranted. All costs must be included in the Offer prices.



Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
35	73	5.1 DEFENSE & INDEMNIFICATION	Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.	Offeror requests the addition of the following paragraph to this section - this is APTA recommended wording for indemnification: The obligations of the Indemnitor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Indemnitee, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Indemnitor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Indemnitor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.	Not approved. Under Phoenix City Code sec. 42-18(C), the City shall include in all contracts such terms and conditions requiring indemnification of the City sufficient to provide adequate protection consistent with the reasonable business requirements of the City. The City has developed the standard indemnity language, which must remain unchanged in the solicitation, to provide such adequate protection.
36	73	5.1. - Defense and Indemnification	Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.	Offeror requests approval to amend the original language to the following proposed language:  Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all proven third party claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, reasonable attorney fees, expert fees, and reasonable costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") directly caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") in performance of arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses directly arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions, for which Indemnitee will be liable on a proportionate basis for its respective fault. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.	Not approved. Under Phoenix City Code sec. 42-18(C), the City shall include in all contracts such terms and conditions requiring indemnification of the City sufficient to provide adequate protection consistent with the reasonable business requirements of the City. The City has developed the standard indemnity language, which must remain unchanged in the solicitation, to provide such adequate protection.
37	73	5.3 SCOPE AND LIMITS OF INSURANCE	INSURANCE COVERAGE VARIOUS LIMITS LISTED.	Offeror requests approval of our CERTIFICATE OF LIABILITY INSURANCE coverage for this procurement - reference our attached standard Certificate of Insurance. The City of Phoenix can be included as an additional insured.	The City will address certificates of liability insurance with the successful Offeror(s)/Contractor(s) after the notice of contract award.

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38		5.3.1 Commercial General Liability-Occurrence Form		Request the language be changed to read as follows: § Additional insured endorsements are to be written on a CG 20 10 11 85 form, or equivalent as our insurance provider has advised this form is out of date. A sample document is attached for review (21-22 GL Blanket AI).	Not approved. No changes to specifications are warranted. The City will address certificates of liability insurance with the successful Offeror(s)/Contractor(s) after the notice of contract award.
39	92	6.10.2	All materials used in the construction of the passenger compartment of the bus shall be in accordance with the "Recommended Fire Safety Practices for Transit Bus and Van Materials Selection," as provided in FTA Docket 90. Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls, need not comply. In addition, smaller components and items (such as seat grab rails, switch knobs, and small light lenses) shall be exempt from this requirement.	The proposed Offeror Low Floor bus complies with all applicable Federal Motor Vehicle Safety Standards (FMVSS) as required by the F.T.A and the D.O.T., and as described in Title 49 CFR Chapter V, part 571-FMVSS, last revised on October 1, 1998. The Federal Transit Administration provided on January 13, 1993 regulations governing the "Recommended Fire Safety Practices for Transit Bus and Van Materials: Notice"--known as Docket 90-A.  Over the years Offeror has continued a program with suppliers to provide components that meet or exceed these "voluntary recommended" guidelines. Developing technology, availability of suitable materials, product performance, reliability, and costs have precluded some materials being available for manufacturers use.  Attached for your reference is a list of compliant and non-compliant components on the Offeror 40' Low Floor Plus BEB Bus.  Offeror requests concurrence with our documented compliance list.	Concurred. As authorized by Docket 90-A, the City has exempted from Docket 90 requirements any materials entirely enclosed from the passenger compartment and smaller components and items. See Section 6.10.2.
40	92	6.10.2	All materials used in the construction of the passenger compartment of the bus shall be in accordance with the "Recommended Fire Safety Practices for Transit Bus and Van Materials Selection," as provided in FTA Docket 90. Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls, need not comply.	There is conflicting information between what is required in section 6.10.2 (pg.92) which states that insulation does not need to comply with Docket 90 and section 6.28.4.9. Insulation (pg.136) which state that insulation has to comply with Docket 90. Please advise whether insulation is to be Docket 90 compliant or not so that appropriate pricing can be developed.	As authorized by Docket 90-A, the City has exempted from Docket 90 requirements any materials entirely enclosed from the passenger compartment and smaller components and items. See Section 6.10.2.
41	92	6.10.2 Fire Safety	All materials used in the construction of the passenger compartment of the bus shall be in accordance with the "Recommended Fire Safety Practices for Transit Bus and Van Materials Selection," as provided in FTA Docket 90. Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls, need not comply. In addition, smaller components and items (such as seat grab rails, switch knobs, and small light lenses) shall be exempt from this requirement. See FTA Docket 90-A.	Would the CITY accept materials complaint to FMVSS 302 and not Docket 90A? Battery-electric buses have a greatly reduced risk of propulsion compartment fire compared to traditional diesel buses.	Not approved. No changes to specifications are warranted.
42	92-94	6.13.	VEHICLE PERFORMANCE 6.13.2. Top Speed 6.13.3. Gradeability 6.13.4. Acceleration 6.13.5. Operating Range	Clarification provided that Offeror is proposing our next generation Axess Battery Electric buses for Group 1 of the Phoenix opportunity. We currently only have Top speed, Gradeability, Acceleration and Operating range data for our current system (please see attached). Our current generation BEB meets all the performance requirements and it is our assumption that the next generation system performance will exceed that of the current system and meet the requirements of the spec. Approval requested that this assumption is acceptable and for all performance data for the next generation system to be provided prior to final acceptance of the first vehicle.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
43	92-94	6.13.	VEHICLE PERFORMANCE 6.13.2. Top Speed 6.13.3. Gradeability 6.13.4. Acceleration 6.13.5. Operating Range	Clarification provided that Offeror is proposing our next generation Axess Fuel Cell buses for Group 3 of the Phoenix opportunity. We currently only have Top speed, Gradeability, Acceleration and Operating range data for our current system. It is our assumption that the next generation system performance will exceed that of the current system and meet the requirements of the spec. Approval requested that this assumption is acceptable and for all performance data for the next generation system to be provided prior to final acceptance of the first vehicle.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
44	93	6.13.3 - Gradeability	The propulsion system and drive train shall enable the bus to achieve and maintain a speed of 40 mph on a 2.5% ascending grade and 15 mph on a 10% ascending grade.	For both Electric and Fuel Cell propulsion vehicles, Offeror requests approval to provide the SIEMENS PEM 1DB2016 FT traction motor which can achieve 15 mph on a 10% ascending grade for over 30 seconds but is not capable of continuous operation on that grade (unable to maintain specified speed on grade).	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 59 for specification revisions.  The specification is revised so that achieving a speed of 40 mph on a 2.5% ascending grade and 15 mph on a 10% ascending grade will meet the minimum expectations, but proposers who can achieve and maintain a speed of 40 mph on a 2.5% ascending grade and 15 mph on a 10% ascending grade will exceed those expectations for scoring purposes.
45	93	6.13.4	The acceleration shall meet the requirements below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed (from an idle start).  Maximum Start Acceleration Times on a Level Surface - Speed (mph) 50, Maximum time (seconds) 30.  Maximum Start Acceleration Times on a Level Surface - Speed (mph) Top Speed, Maximum time (seconds) 65.	Offeror, on behalf of BAE, requests approved to provide the following speeds and maximum times for the following speeds : - 50 MPH in 36 seconds - 65 MPH in 85 seconds  Offeror request concurrence for the 40' Low Floor BAE hybrid option.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 23 for specification revisions.  The specification is revised to increase the maximum start acceleration times that will meet the minimum expectations, but proposers who provide the preferred start acceleration times will exceed those expectations for scoring purposes.
46	93	6.13.4	The acceleration shall meet the requirements below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed (from an idle start).  Maximum Start Acceleration Times on a Level Surface - Speed (mph) 10, Maximum time (seconds) 4.	Offeror requests approval to provide a maximum acceleration time of 4.6 seconds to reach the requested 10 mph.  This is inherent to the Offeror 40' Low Floor Plus BEB design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 23 for specification revisions.  The specification is revised to increase the maximum start acceleration times that will meet the minimum expectations, but proposers who provide the preferred start acceleration times will exceed those expectations for scoring purposes.
47	93	6.13.4 - Acceleration	The acceleration shall meet the requirements below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed (from an idle start).  0-50 mph in 30 seconds	On behalf of BAE, Offeror submits the following request for approval (for hybrid propulsion buses): BAE Systems propulsion system is compliant with the acceleration requirements defined by the APTA Standard Bus Procurement Guidelines. BAE Systems is requesting an approved equal to the Phoenix specification for the following speeds : • 50 MPH in 36 seconds • 65 MPH (top speed) in 85 seconds	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 23 for specification revisions.  The specification is revised to increase the maximum start acceleration times that will meet the minimum expectations, but proposers who provide the preferred start acceleration times will exceed those expectations for scoring purposes.
48	93	6.13.4 Acceleration	The propulsion and braking systems shall meet the performance requirements of the Duty Cycle. Braking application and performance shall remain consistent regardless of electric storage system state of charge (SOC) or other variances related to regenerative braking. The system shall be programmable to allow optimization of acceleration and deceleration rate. Performance may be affected when reprogramming. The manufacturer shall supply the new performance data.	Offeror requests approval for our standard offer that provides three performance modes that adjust the power and torque capabilities of the power train; however, the acceleration and deceleration rates are not further programmable.	Approved. This meets the specifications.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
49	93	6.13.4. - Acceleration	<b>The system shall be programmable</b> to allow optimization of acceleration and <b>deceleration rate</b> . Performance may be affected when reprogramming.	Offeror requests an amendment to the RFP specifications language to accommodate the following: Offeror would like to clarify that maximum acceleration rate is set via the PLC program and will require PLC program revision to modify. Please note that deceleration rate will be optimized to maximize energy recovery by regenerative braking, but cannot be changed.	Approved. This meets the specifications.
50	93	6.13.5 - Operating Range	The operating range of the coach shall be dependent on the type of propulsion system proposed and shall be designed to meet the Design Operating Profile. These are minimum ranges, and the City desires greater ranges due to the nature of the region's operational needs: • FCEV 300 miles minimum	Offeror requests approval to provide a Fuel Cell Electric propulsion vehicle which can achieve an operating range of 247 miles using the ABD cycle as specified and without HVAC (Altoona testing is run without HVAC).	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 60 for specification revisions.  The specification is revised to provide that the operating range no less than 245 miles for FCEV will meet the minimum expectations, but proposers who provide an operating range equal to or greater than 300 miles for FCEV will exceed those expectations for scoring purposes.
51	96	6.14.1	Proposals shall include alternate optional pricing for a roof top mounted contact style charging interface device meeting SAE J3105, which shall be built to accommodate up to a 600 kW charging rate via a pantograph charging apparatus and shall enable connecting and disconnecting the bus from a rapid recharge charging station without the operator having to leave the driver's seat.	Offeror requests approval to provide optional pricing for a roof top mounted contact style charging interface device meeting SAE J3105 can accommodate up to a 475kW charging rate. The maximum charge rating is limited to the lowest component involved within the charging system. In this case it is the batteries that limit the charging rate. The charging rate for 6 battery packs is 475 kW.  This is inherent to the Offeror Low Floor Plus BEB design with overhead charging.	The charging interface is an option to be priced under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
52	96	6.14.1	Proposals shall also include alternate optional pricing for a charging interface that will accept an inductive type charging system which shall be capable of accepting a charging rate of up to 350kW.	Offeror requests approval to provide optional pricing for a charging interface that will accept an inductive type charging system that is capable of accepting a charging rate of up to 300 kW. The charge rate is based on four (4) charging pads rated at 75 kW per pad.  This is inherent to the Offeror Low Floor Plus BEB design with inductive charging.	The charging interface is an option to be priced under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
53	96	6.14.1	Proposals shall also include the ability to interface and receive a charge from shop/depot charging equipment with a charge rate of up to 250 kW utilizing a standard SAE J1772 DC CCS Type 1 connector.	Offeror requests approval to provide a standard SAE J1772 CCS Type 1 connector interface to charge at a rate of up to 231 kW. The maximum charge rating is limited to the lowest component involved within the charging system. In this case it is the inlet that has a maximum capacity of 350 Amps that limit the charging rate.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 22 for specification revisions.  The specification is revised so that a charge rate of at least 220 kW will meet the minimum expectations, but proposers who provide a charge rate equal to or greater than 250 kW will exceed those expectations for scoring purposes.
54	96	6.14.1	The shop/depot charger connection interface shall be located as specified by the City.	Offeror would like to clarify that the proposed bus will come with one (1) CCS Type 1 curb side rear charge port. An optional port at the front street side of the bus can be offered at an additional cost to the CITY. An optional port at the rear street side of the bus can also be offered at an additional cost to the CITY. Both of these optional locations might impact other options that the CITY may choose, such as; overhead pantograph or inductive charging.  Offeror requests concurrence.	Not approved. No changes to the specification are warranted. All costs must be included in the offer prices.
55	94	6.14.1	The traction motors shall be permanent magnet type, rated at 210kW minimum and able to achieve 1,500 lb-ft torque.	Offeror requests approval to provide the Cummins TM4 traction motor that operates under continuous output power of 195kW. The TM4 is rated to provide 350 kW for up to 30 seconds.  This is inherent to the Offeror 40' Low Floor Plus BEB design.	Approved. This meets the specifications. See this Addendum, Section I "Solicitation Modifications", Subsection 38 for specification revisions.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
56	95	6.14.1 - Battery Electric Drive	The ESS shall be supported by a full thermal management system to keep the batteries at optimal operational temperature to assure performance and long life. The ESS thermal management system shall be independent and separate from the traction motor cooling system. When heat is required, heat should be pulled from the cabin heating system and applied to the batteries. The cabin coolant fluid network shall interface via heat exchanger with the ESS coolant loop. Both coolant loops shall share the same reservoir.	Offeror requests approval to provide an ESS thermal management system which is independent of the cabin heating system. If heat is required for the ESS, an electric heater within the battery thermal management system (BTMS) unit is powered on to heat the coolant. The cabin coolant and ESS coolant loops have separate reservoirs and there is no heat exchanger between the two loops.	Approved. Accepted as an approved equal.
57	95	6.14.1 - Battery Electric Drive	Diagnostic reader-device connector ports suitably protected against dirt and moisture, shall be provided in operator's area and near or inside engine compartment.	Offeror requests approval to provide a diagnostic reader port located in the rear PLC panel and not in the propulsion compartment.  Note, there is no "engine switch box" in the propulsion compartment of electric vehicles and all diagnostics checks are performed from inside the bus at the rear panel.	Approved. This meets the specifications.
58	96	6.14.1 - Battery Electric Drive	Proposals shall include alternate optional pricing for a roof top mounted contact style charging interface devise meeting SAE J3105, which shall be built to accommodate up to a 600 kW charging rate via a pantograph charging apparatus and shall enable connecting and disconnecting the bus from a rapid recharge charging station without the operator having to leave the driver's seat.	Offeror requests approval to provide a roof top charging interface (charge rails) which are rated at 450 kW DC which will meet the charging requirements of the proposed ESS. The bus is capable of successfully charging via a 600 kW charger and will self-limit charge current (and therefore charge power) based on the current limits of long range ESS specified.  The proposed 450 kW charge rails are sufficient to support the maximum charge rate accepted by the proposed ESS. A charge interface supporting 600 kW charging has not been developed and is not available as it will provide no marginal benefit since the ESS limits charge rate and not the charge rails.	This interface is accepted as an approved equal. The charging interface is an option to be priced under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
59	96	6.14.1 - Battery Electric Drive	Proposals shall also include the ability to interface and receive a charge from shop/depot charging equipment with a charge rate of up to 250 kW utilizing a standard SAE J1772 DC CCS Type 1 connector.	Offeror would like to clarify that while the charge interface will work with charging equipment up to 250 kW, the power available through the specified SAE J1772 DC CCS Type 1 connector will be limited to 130kW (200A).	Not approved. See this Addendum, Section I "Solicitation Modifications", Subsection 22 for specification revisions.  The specification is revised so that a charge rate of at least 220 kW will meet the minimum expectations, but proposers who provide a charge rate equal to or greater than 250 kW will exceed those expectations for scoring purposes.
60		6.14.1 & Attachment "A" Price Schedule		Requesting a clarification on the number of plug-in chargers require and pantographs as a single charger plug-charger or single pantograph would not support a fleet of 40-battery electric buses. Also request the Attachment "A" price sheet t be revised so pricing can be calculated into the proposal price.  Would the City be interested in a turn-key proposal for charger installation, or will that be a separate RFP? Or a City contracted enterprise?	The City is not seeking to purchase charging systems under this solicitation.
61	94	6.14.1 Battery Electric Drive	The traction motors shall be permanent magnet type, rated at 210kW minimum and able to achieve 1,500 lb-ft torque...Traction motor speed control shall be continuously variable and not rely on shift points.	Request approval of our drivetrain, including traction motor, with specifications as described in Exhibit A.	See this Addendum, Section I "Solicitation Modifications", Subsection 38 for specification revisions.  The City does not require a specific brand of traction motor. The City does however have specific component and performance requirements. See Section 6.14.1.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
62	95	6.14.1 Battery Electric Drive	The ESS shall be supported by a full thermal management system to keep the batteries at optimal operational temperature to assure performance and long life. The ESS thermal management system shall be independent and separate from the traction motor cooling system. When heat is required, heat should be pulled from the cabin heating system and applied to the batteries. The cabin coolant fluid network shall interface via heat exchanger with the ESS coolant loop. Both coolant loops shall share the same reservoir.	Request approval of our system design where the cabin heating system is all-electric and separate from the Battery Thermal Management System (BTMS)	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 39 for specification revisions.
63	95	6.14.1 Battery Electric Drive	When batteries require cooling, a dedicated rooftop 24v electric condenser unit shall be engaged to release excess heat.	Request approval of our system design which uses liquid to liquid chill plate driven from cabin HVAC compressor for better efficiency and increased performance.	Approved. Accepted as an approved equal.
64	95	6.14.1 Battery Electric Drive	The propulsion system shall be able to self-regulate, manage, and control energy flow throughout the propulsion system in order to provide motive performance, storage and accessory loads, as applicable, while maintaining critical system parameters (e.g., voltages, currents, temperatures, etc.) within specified operating ranges. The controller shall monitor and process inputs and execute outputs as appropriate to control the operation of all propulsion system components.	Request approval of our system design which utilizes a powertrain controller to manage the traction motor and transmission, an ESM to interface to the batteries, a charge controller for charging, and a vehicle controller to integrate the systems all together. The vehicle controller manages all power flow and ancillary load management.	Approved. This meets the specifications.
65	96	6.14.1 Battery Electric Drive	Proposals shall include alternate optional pricing for a roof top mounted contact style charging interface device meeting SAE J3105, which shall be built to accommodate up to a 600 kW charging rate via a pantograph charging apparatus and shall enable connecting and disconnecting the bus from a rapid recharge charging station without the operator having to leave the driver's seat. Proposals shall also include alternate optional pricing for a charging interface that will accept an inductive type charging system which shall be capable of accepting a charging rate of up to 350kW.	Request approval for our ZX5 MAX simulated charging rates as follows (without auxiliary loads): A maximum instantaneous plug in charge power of 221 kW and a maximum possible instantaneous overhead charge power of 370 kW.  Additionally, proposer requests approval to provide optional pricing for our standard on-route conductive charger rather than inductive. Induction charger is not an option currently offered.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 22 for specification revisions.  The specification is revised so that a charge rate of at least 220 kW will meet the minimum expectations, but proposers who provide a charge rate equal to or greater than 250 kW will exceed those expectations for scoring purposes.
66	94	6.14.1. - Battery Electric Drive	The electronic management system shall monitor operating conditions and <b>provide instantaneous adjustments</b> to optimize bus performance and efficiency. The system shall be programmable to allow optimization of performance and efficiency.	Offeror requests approval to provide electric buses that will not (generally) modify their behavior based on external conditions such as ambient temperature, weather, or slope. Performance and efficient adjustments are not generally possible.  However, some behavior, such as top speed, can be changed via PLC program revision. Other ways the vehicle will self-adjust are as follows: • During an ABS event, the propulsion system will automatically reduce or eliminate torque. • The HVAC system will automatically monitor the interior air temperature and make adjustments to achieve setpoint.	Approved. These self-adjustments meet the specifications for optimizing bus performance and efficiency.
67	94	6.14.1. -Battery Electric Drive	The manufacturer shall warranty the traction motor(s) for a period of no less than twelve (12) years or a mileage of no less than 500,000 miles, whichever occurs first. The manufacturer shall also warranty all batteries for a period of no less than twelve (12) years with no limitation on mileage. This warranty shall also provide for replacement of any battery that falls below 80% usable capacity.	Offeror requests approval to provide a 12 years / 500,000 miles (whichever comes first) Battery Energy Storage System (ESS) warranty. This warranty shall provide for replacement in years 1 - 6 of any battery that falls below 80% usable capacity. And for years 7 - 12 of any battery that falls below 70% usable capacity.	Approved. See Addendum, Section I "Solicitation Modifications", Subsection 39 for specification revisions.  The specification is revised so that a warranty providing for replacement of any battery that falls below 70% usable capacity will meet the minimum expectations, but proposers who provide a warranty providing for replacement of any battery that falls to a usable capacity equal to or greater than 80% will exceed those expectations for scoring purposes.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
68	105	6.14.10.1 - Fluid Lines, Fittings and Clamps, and Charge Air Piping	All fluid lines and air piping shall be rigidly supported using <b>Stauff clamps</b> or equivalent to prevent vibrations, chafing damage, fatigue failures, and tension strain.	<p>Offeror requests approval to provide a limited amount of fluid lines that are supported by alternate types of clamps. In general, most fluid lines are supported by Stauff clamps.</p> <p>However, in high temperature areas such as the Selective Catalytic Reduction (SCR) lines near the aftertreatment unit on hybrid buses, silicone jacketed stainless steel p-clamps are used. In addition, fuel cell exhaust water drain lines and cooling vent lines are supported by Hellerman Tyton clamps with Panduit releasable cable ties.</p> <p>These are standard to Offeror designs and reflect the best clamp for the individual application.</p>	Approved. These identified clamps are accepted as approved equals, providing Stauff clamps are not suitable for a particular location.
69	104	6.14.10.1 Fluid Lines	All fluid lines and air piping shall be rigidly supported using Stauff clamps or equivalent to prevent vibrations, chafing damage, fatigue failures, and tension strain.	Request approval for our design which, when required, incorporates zip ties rather than Stauff clamps.	Not approved. No changes to specifications are warranted.
70	105	6.14.10.2 - Fluid Lines, Fittings and Clamps, and Charge Air Piping	Flexible lines shall be Teflon hoses with braided stainless-steel jackets except in applications where premium hoses are required and shall have standard SAE or JIC brass or steel, swivel, end fittings. Flexible hoses over 1 inch in diameter need not be Teflon with braided stainless-steel jacket but shall be in conformance with SAE Standard J100R5.	<p>Offeror requests approval to provide the following flexible synthetic rubber lines with standard crimped end fittings manufactured by Manuli Rubber Industries and Aeroquip. All hose assemblies are skived and crimped with two-piece fittings:</p> <ul style="list-style-type: none"> <li>• Manuli Equator 1 (EQ1) and Equator 2 (EQ2) hoses are constructed from oil-resistant synthetic rubber and reinforced with single high-tensile steel braid. Manuli hoses are known for their high ozone, weather and heat resistant properties. Manuli hoses are rated for extended temperature range.</li> <li>• Aeroquip 2807 PTFE / GH100 accommodate the different ratings as required. Are highly durable extruded PTFE tube with stainless steel wire braid. Operating temperature Range -73°C to + 260°C. Meets SAE 100R14A.</li> </ul> <p>Please note that the diesel fuel lines meet the requirements of spec section 6.14.12.1.</p> <p>The proposed hoses meet or exceed the operating parameter requirements. Discharge lines are Teflon braided SST jacket. Other hoses are only Teflon if temp will exceed capabilities of the standard rubber hose.</p> <p>Please refer to bookmark 6.14.10a SIB 231-005 Coolant System.</p>	Approved. This meets the specifications.
71	104	6.14.10.2 - Fluid Lines, Fittings and Clamps, and Charge Air Piping	Flexible lines shall be Teflon hoses with braided stainless-steel jackets except in applications where premium hoses are required and shall have standard SAE or JIC brass or steel, swivel, end fittings. Flexible hoses over 1 inch in diameter need not be Teflon with braided stainless-steel jacket but shall be in conformance with SAE Standard J100R5.	<p>Offeror requests approval to provide SST tubing and Venair silicone hoses, secured with hose clamps, in the BAE hybrid cooling system.</p> <p>Please refer to bookmark 6.14.10a SIB 231-005-X-Coolant System.</p>	Approved. This is accepted as an approved equal, providing it meets all other requirements within the specification.
72	105	6.14.10.2 - Fluid Lines, Fittings and Clamps, and Charge Air Piping	Pipes and flexible hoses and fluid lines shall not be bundled together with or used to support wiring or other components.	<p>Offeror requests approval to provide diesel fuel lines which are bundled together with underbody air lines in limited locations in the engine compartment (specific to hybrid propulsion only).</p> <p>This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.</p>	Not approved. No changes to specifications are warranted.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
73	104	6.14.10.3 - Fluid Lines, Fittings and Clamps, and Charge Air Piping	Lines shall have a maximum length of six feet (6') unless demonstrated inappropriate for a given application.	<p>Offeror requests approval to provide a number of fluid lines which exceed 6 feet in length as detailed below:</p> <ul style="list-style-type: none"> <li>• Hybrid: BAE oil sampling lines, DEF fluid supply and return from the tank/pump to the aftertreatment unit, Selective Catalytic Reduction (SCR) coolant lines between the engine and DEF tank, diesel fuel lines.</li> <li>• Electric: Coolant vent/pressure release hose from ESS cooling system to fill location at propulsion compartment (required for accessibility of rooftop cooling system).</li> <li>• Fuel Cell: Water drain hoses from Fuel cell exhaust tailpipe to ground</li> </ul> <p>Fluid line lengths are optimized for the application and designed to the minimum length possible.</p>	This meets the specification, providing the Proposer can demonstrate that the six-foot length is inappropriate for the given application.
74	104	6.14.10.3 Fluid Lines	Hoses/lines shall be secured with Stauff clamps or equal. If a required clamp location is unsuitable for a Stauff type clamp, a heavy-duty stainless steel, full silicone rubber clamp is required.	Request approval for our design which, when required, incorporates zip ties rather than Stauff clamps.	Not approved. No changes to specifications are warranted.
75	104	6.14.11 Radiator (Hybrid Electric Only)	Radiator piping shall be stainless steel or brass tubing, and if practicable, hoses shall be eliminated. Necessary hoses shall be premium, silicone rubber type that is impervious to all bus fluids. All hoses shall be as short as practicable. All hoses shall be secured with premium, stainless-steel clamps that provide a complete 360° seal. The clamps shall always maintain a constant tension, expanding and contracting with the hose in response to temperature changes and aging of the hose material.	Request approval of our standard steel Mubea clamps that pass 1,000+ hour salt spray test and maintain constant tension at all times, providing a 360° seal. Refer to Exhibit B for detailed drawing.	Approved. This is accepted as an approved equal.
76	96	6.14.2 - Battery Electric Drive	When batteries require cooling, a dedicated rooftop 24v electric condenser unit shall be engaged to release excess heat. The condenser shall be paired with a compressor running a refrigerant cycle with R407C.	<p>Offeror requests approval to provide a roof mounted Modine Battery Thermal Management System (BTMS) which uses high voltage (450-700V DC) to power the compressor and operates with R134A refrigerant.</p> <p>Please refer to bookmark 6.14.2a Modine BTMS Drawing 901745.</p>	<p>Although the EPA currently finds R134a acceptable, it is in the process of phasing this product out and shortages in supply of this product are already apparent. See <a href="http://epa.gov/snap/substitutes-mvac-passenger-air-conditioning-light-duty-medium-duty-heavy-duty-and-road#ref1">epa.gov/snap/substitutes-mvac-passenger-air-conditioning-light-duty-medium-duty-heavy-duty-and-road#ref1</a>. The City will not accept the R134a product for passenger-area cooling, but will accept R134a for battery cooling. The City expects the successful Offeror(s)/Contractor(s) to propose innovations for phasing R134a out of its buses before the EPA's 2026 deadline.</p> <p>See this Addendum, Section I "Solicitation Modifications", Subsection 39 for specification revisions.</p> <p>The specification is revised to provide the R134a for battery cooling will meet the minimum expectations, but proposers who provide the R407C for battery cooling will exceed those expectations for scoring purposes.</p>
77	94	6.14.2 - Fuel Cell Electric Drive	The manufacturer shall warranty the traction motor(s) for a period of no less than twelve (12) years or a mileage of no less than 500,000 miles, whichever occurs first. The manufacturer shall also warranty all batteries and fuel cells for a period of no less than twelve (12) years with no limitation on mileage. This warranty shall also provide for replacement of any battery that falls below 80% usable capacity and replacement or reconditioning of any fuel cell that falls below 80% usable capacity	Offeror requests approval to provide a 12 years / 500,000 miles (whichever comes first) Battery Energy Storage System (ESS) warranty. This warranty shall provide for replacement in years 1 - 6 of any battery that falls below 80% usable capacity. And for years 7 - 12 of any battery that falls below 70% usable capacity.	<p>Approved. See Addendum, Section I "Solicitation Modifications", Subsection 57 for specification revisions.</p> <p>The specification is revised so that a warranty providing for replacement of any battery that falls below 70% usable capacity will meet the minimum expectations, but proposers who provide a warranty providing for replacement of any battery that falls to a usable capacity equal to or greater than 80% will exceed those expectations for scoring purposes.</p>



Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
78	97	6.14.2 - Fuel Cell Electric Drive	Diagnostic reader-device connector ports suitably protected against dirt and moisture, shall be provided in operator's area and near or inside engine compartment.	Offeror requests approval to provide a diagnostic reader port located in the rear PLC panel and not in the propulsion compartment.  Note, there is no "engine switch box" in the propulsion compartment of electric vehicles and all diagnostics checks are performed from inside the bus at the rear panel.	Approved. This meets the specifications.
79	96	6.14.2. - Fuel Cell Electric Drive	The Fuel Cell shall be rated for sufficient capacity to ensure seamless operation of the bus with <b>no requirement to pause service to charge the batteries</b>	Offeror requests an amendment to the RFP specifications language to accommodate for the following contingency: Offeror would like to clarify that in cases where the vehicle's power demands exceed the fuel cell power rating (due to the vehicle being driven for sustained periods at high speed), it will be possible that the vehicle will need to pause. However, please note that under normal operation, this will not be necessary.	Not approved. No changes to specifications are warranted.
80	98	6.14.3 - Hybrid Electric Drive	<b>The manufacturer shall warranty the traction motor(s) for a period of no less than twelve (12) years or a mileage of no less than 500,000 miles, whichever occurs first.</b> The manufacturer shall also warranty all batteries for a period of no less than twelve (12) years with no limitation on mileage. This warranty shall also provide for replacement of any battery that falls below 80% usable capacity.	Offeror clarifies that the traction motor is not a part of the hybrid electric drive but rather is specific to battery electric buses. As such, please clarify the requirement for the hybrid electric drive system. Please note that 5 years is the maximum available warranty on the hybrid system from the supplier.	Hybrid electric must be series, not parallel. See Section 6.14.3, second paragraph. Please also note the City is requiring extended warranties in the specifications.
81	98	6.14.3 - Hybrid Electric Drive	The manufacturer shall warranty the traction motor(s) for a period of no less than twelve (12) years or a mileage of no less than 500,000 miles, whichever occurs first. <b>The manufacturer shall also warranty all batteries for a period of no less than twelve (12) years with no limitation on mileage. This warranty shall also provide for replacement of any battery that falls below 80% usable capacity.</b>	Offeror requests approval to provide warranty of all batteries of 6 years 300,000 miles and requests Phoenix to list a 12 year warranty as an optional warranty outside the bus price due to the significant associated cost. Warranty shall be in accordance with the suppliers warranty documents bookmarked 6.14.3 BAE HDS200 and HDS300 Standard Warranty Program	Not approved. No changes to specifications are warranted. Please note the City is requiring extended warranties in the specifications.
82	99	6.14.3. - Hybrid Electric Drive	The bus shall have onboard diagnostic capabilities able to monitor vital functions; store and <b>timestamp</b> out-of-parameter conditions in memory; and communicate faults and vital conditions to service personnel.	Offeror requests approval to provide hybrid diesel-electric buses with onboard diagnostic capabilities able to monitor vital functions, store out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel, but that are unable to timestamp the out-of-parameter events, without a 3rd party vehicle monitoring system.	Not approved. No changes to specifications are warranted.
83	99	6.14.3. - Hybrid Electric Drive	The engine control system shall have onboard diagnostic capabilities able to monitor vital engine functions; store and <b>timestamp</b> out-of-parameter conditions in memory; and communicate faults and vital conditions to service personnel.	Offeror requests approval to provide an engine control system with onboard diagnostic capabilities that is able to monitor vital functions, store out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel, but that is unable to timestamp the out-of-parameter events without a 3rd party vehicle monitoring system.	Not approved. No changes to specifications are warranted.
84	100	6.14.4 Cooling Systems	The cooling system in new condition shall have an ambient capacity of at least 130°F.	Request approval for cooling system in new condition to have an ambient capacity of at least 115 F.	Not approved. See this Addendum, Section I "Solicitation Modifications", Subsections 6, 7, and 8 for specification revisions.
85	100	6.14.4.	The cooling system in new condition shall have an ambient capacity of at least 130°F.	Approval requested for the cooling system in new condition to have an ambient capacity of at least 120°F.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsections 6, 7, and 8 for specification revisions.
86	101	6.14.4.1.1	The water booster pump shall be a magnetically-coupled, brushless design.	Offeror, on behalf of EMP, would to advise the CITY that EMP brushless pumps and fans have been tested to 25,000 hours in maximum temperature environment without failure. The L10 life of EMP brushless fans is expected to be a minimum of 40,000 hours. Product life varies based upon working conditions. EMP water pumps utilize industry standard integrated bearing assemblies and seals..  This is inherent to the EMP cooling system design.	Acknowledged. This meets the specifications.
87	101	6.14.4.1.2 - Engine Cooling (Hybrid Electric Only)	A sight glass to determine satisfactory engine coolant level shall be provided and shall be accessible by opening one of the engine compartment's access doors. In addition, a spring loaded, push-button-type valve to safely release pressure or vacuum in the cooling system shall be provided, with both the valve and water filler no more than 60 inches above the ground.	Offeror requests approval to provide a surge tank pressure relief valve which is a "LEV-R VENT" (Lever type valve) which is built into surge tank cap and is located 61.8" above the ground.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. This is accepted as an approved equal.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
88	102	6.14.4.1.7 - Engine Cooling (Hybrid Electric Only)	The electric fans shall have the capability of reducing speed when the vehicle stops to minimize noise at the curbside.	Offeror requests approval to provide a Modine cooling system (as an Optional item per section 6.14.4.1.7.) that does not have a curbside quiet function.  However, Modine advises that their e-fan cooling module are naturally off or at minimum speed (essentially silent) due to the very low engine load when the vehicle stops.	Not approved. No change to the specification is warranted.
89	103	6.14.6. - Mounting	All power plant mounting shall be mechanically isolated to minimize transfer of vibration to the body structure. Mounts shall control movement of the power plant so as not to affect performance of belt driven accessories or cause strain in piping and wiring connections to the power plant.	Offeror requests approval to provide a Fuel Cell Electric propulsion vehicle in which the fuel cell is rigidly mounted to the bus structure.  Fuel cell mounting tests determined that isolation of the fuel cells from the structure may induce bus chassis vibration into the fuel cells which could cause damage to the fuel cells. This requirement appears to be a carry over from the Internal Combustion Engine (ICE) specifications and is not applicable to Fuel Cell buses.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 61 for specification revisions.
90	103	6.14.7.2 - Service	All lubricant sumps shall be fitted with magnetic-type drain plugs. External, hex head are preferred when possible.	Offeror requests approval to provide a Cummins engine and a BAE drive unit that have non-magnetic drain plugs. The BAE oil pan has 2 magnets attached inside of it. In addition, the basic engine oil drain plug and the BAE drive unit basic oil drain plug both have an internal hex head.	Approved. This is accepted as an approved equal.
91	103	6.14.9 Hydraulic Systems	Hydraulic fluid reservoir tank shall also incorporate a leak free sight glass for quick glance of oil level status	Request approval for our system design in which the hydraulic fluid reservoir tank does not incorporate a sight glass, however, the powering steering fluid has its own low level dash indicator.	Approved. This is accepted as an approved equal.
92	104	6.14.9.	Hydraulic fluid reservoir tank shall also incorporate a leak free sight glass for quick glance of oil level status. A tamper-proof priority system shall prevent the loss of power steering during operation of the bus if other devices are also powered by the hydraulic system.	Approval requested for a transparent coolant reservoir tank in lieu of coolant sight glass.	Not approved. No changes to the specification is warranted.
93	107	6.15.6.2. - FUEL SYSTEM – FUEL CONTAINERS - Valves	All fuel shut off valve handles shall be constructed of aluminum and RED in color	Offeror would like to clarify that red fuel shut off valve handles will be provided on the fuel cell bus only. Offeror does not provide red shut off handles in our diesel fuel system on the hybrid bus.	Not approved. No changes to specifications are warranted.
94	107	6.15.7 - Fuel Filler	The fuel filler location shall be identified and located 32 to 38-feet behind the centerline of the front door on the curbside of the bus.	Offeror requests approval to provide a diesel fuel filler location which is 24 feet from the centerline of the front door on the curbside of the proposed 40' Xcelsior® bus.  This is the same location as provided on the CITY's current 40' Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the bus.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 62 for specification revisions.  The specification is revised so that the location of fuel filler 32 to 38 feet behind the centerline of the front door on the curbside of the bus will exceed expectations for scoring purposes, but proposers who provide a fuel fill location anywhere else on the curbside of the bus will meet the minimum expectations.
95	108	6.15.8.1.3	The fueling port receptacle access door shall be equipped with an interlock sensor which disables the engine starting system when the access door is open, to prevent drive-aways. The interlock shall be of the type such that if the sensor fails, the bus will not start.	Offeror believes this request to be a specification specifically for a CNG fueled bus. Offeror requests clarification if this is required on the hybrid electric bus. This is a requirement that the CITY has not used on standard diesel buses currently in service provided by Offeror.	See this Addendum, Section I "Solicitation Modifications", Subsection 24 for specification revisions.
96	108	6.16 Final Drive	The lubricant drain plug shall be magnetic type, external hex head.	Request approval for our lubricant drain plug which is magnetic type but square head.	Approved. This is accepted as an approved equal, providing that the head is external.
97	109	6.18 Suspension	Normal replacement items (such as one suspension bushing, shock absorbers, or air spring) shall be replaceable by a 3M mechanic in 30 minutes or less.	Request approval for our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.
98	109	6.18.1.2 Damping	Each unit shall be replaceable by a 2M mechanic in less than 15 minutes. The shock absorber bushing shall be made of elastomeric material that will last the life of the shock absorber.	Request approval for our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
99	110	6.18.1.3. - Lubrication	These fittings shall be located for ease of inspection and shall be accessible with a standard grease gun, <b>without a flexible hose end</b> , from a pit or with the bus on a hoist.	Offeror requests approval to provide grease fittings that are not all accessible to allow a rigid tube end grease gun to be used. A flexible hose end will be required.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 63 for specification revisions.  The specification is revised so that grease-gun accessibility without a flexible hose end will exceed expectations for scoring purposes, but proposers who provide grease-gun accessibility with a flexible hose end will meet the minimum expectations.
100	110	6.18.1.4.2 Kneeling	After kneeling, the bus shall rise within 2 seconds to a height permitting the bus to resume service and shall rise to the correct operating height within 5 seconds regardless of load up to GVWR.	Request approval for our design in which the bus rises within 3 seconds to a height permitting the bus to resume service.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 40 for specification revisions.  The specification is revised so that a rise to a height permitting the bus to resume service of no more than 3 seconds will meet the minimum expectations, but proposers who provide a rise to a height permitting the bus to resume service equal to or less than 2 seconds will exceed those expectations for scoring purposes.
101	110	6.18.1.4.2. - Kneeling	After kneeling, the bus shall rise within 2 seconds to a height permitting the bus to resume service and shall rise to the correct operating height within 5 seconds regardless of load up to GVWR.	Offeror requests approval to provide a kneeling rate which meet the requirements of the APTA Bus Procurement Guidelines which state: "After kneeling, the bus shall rise within 4 seconds to a height permitting the bus to resume service and shall rise to the correct operating height within 7 seconds regardless of load up to GVWR".  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	See this Addendum, Section I "Solicitation Modifications", Subsection 40 for specification revisions.
102	110	6.18.1.4.3 Kneeling	A warning light mounted near the curbside of the front door, with a 2.0 - 3.0-inch-diameter amber lens, shall be provided that will blink when the kneel feature is activated. Kneeling shall not be operational while the wheelchair ramp is deployed or in operation.	Request approval for our standard warning light which is a minimum of 1.75 in diameter.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 41 for specification revisions.
103	111	6.18.2.1 - Wheels	Wheels and rims shall be hub-piloted with aluminum rims and shall resist rim flange wear. Finish shall be high polish.	Offeror requests approval to provide Alcoa® wheels with a LVL ONE finish which have a smooth glossy finish but are not "polished". They will also have Alcoa's Dura-Flange® treatment to reduce rim flange wear.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality. Please refer to bookmark 6.18.2a Alcoa Wheels Brochure.	Approved. Please note that high polish is a smooth, glossy finish, but does not rise to the level of a mirrored finish.
104	111	6.18.2.1.1	Wheels and rims shall be hub-piloted with aluminum rims and shall resist rim flange wear.	Offeror requests clarification if the CITY is requesting an additional special treatment such as Dura-Flange® wear protection or if the aluminum wheel itself can be used to "resist rim flange wear"? This particular treatment is not available in all applications and sizes.  Please see attached.	The City is requesting an additional special treatment for wear protection, including but not limited to Dura-Flange®.
105	111	6.18.2.1.1	All wheels shall be interchangeable and shall be removable without a puller.	Offeror requests approval to provide a front wheel size of 22.5" x 9" for the BEB. Due to the load carrying required on the roof and to distribute the load accurately while still maintaining the same feel of the bus, compared to other modes, the front wheel has been increased to a 22.5" x 9" wheel. This is compared to a 22.5" x 8.25" wheel. The larger width wheel affords for more load capacity.  This is inherent to the Offeror Low Floor Plus BEB design.	See this Addendum, Section I "Solicitation Modifications", Subsection 25 for specification revisions.
106	111	6.18.2.1.1	Wheels and rims shall be hub-piloted with aluminum rims and shall resist rim flange wear.	Offeror would like to advise the CITY that the front wheel is not available with special treatment such as Dura-Flange® wear protection.  This is inherent to the Offeror Low Floor Plus BEB design.	The City is requesting an additional special treatment for wear protection, including but not limited to Dura-Flange®. If such wear protection is only available for a wheel with mirrored finish, then mirrored finish is acceptable.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
107	111	6.20.1 - Steering - Front Axle	The front axle shall be non-driving with a load rating sufficient for the bus loaded to GVWR and shall be equipped with sealed, oiled-type front wheel bearings.	Offeror requests approval to provide a M.A.N. axle, model VOK-07F which is a cast iron dropped beam with hollow section, steered, non-driven front axle with grease-packed unitized bearings. The bearings are not sealed themselves, but equipped with seals in the hub that provide protection from the outside environment and keep grease in.  This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the Xcelsior®. Please refer to bookmark 6.20.1a Front Axle SIB-203-002.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 42 for specification revisions.  The specification is revised so that grease-type front wheel bearings will meet the minimum expectations, but proposers who provide sealed, oil-type front wheel bearings will exceed those expectations for scoring purposes.
108	111	6.20.1 Front Axle	The front axle shall be non-driving with a load rating sufficient for the bus loaded to GVWR and shall be equipped with sealed, oiled-type front wheel bearings. All friction points on the front axle shall be equipped with replaceable bushings or inserts and lubrication fittings easily accessible from a pit or hoist.	Request approval for our front axle design which is equipped with grease-type front wheel bearings.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 42 for specification revisions.  The specification is revised so that grease-type front wheel bearings will meet the minimum expectations, but proposers who provide sealed, oil-type front wheel bearings will exceed those expectations for scoring purposes.
109	111	6.20.1.1	Fatigue life of all steering components shall exceed 1,000,000 miles.	Offeror would to advise the CITY that each operation incorporates a wide variety of factors that directly affect the steering components of the coach.  Due to the unique operating profiles of each customer, including terrain, traffic conditions, weather, idle time and other factors beyond the manufacture control, Offeror requests concurrence that the fatigue life of all steering components exceeding 1,000,000 miles, as specified by the CITY, is an expected mileage goal and not a guaranteed minimum by the manufacturer.	Acknowledged. This is not a guaranteed minimum.
110	112	6.20.1.2	Outside body corner turning radius for standard configuration shall not exceed 46 feet.	Offeror requests clarification if an outside body corner turning radius (TRO) is 46' (feet) or 525" inches", (43' (feet) 9" (inches), "maximum +/- 5% (outside TRO)" as requested in section 6.6.1 Dimensions, Physical Size of Transit Bus, page 86 .	The City's maximum turning radius (for outside TRO) is 525 inches +/- 5%. This amounts to a range between 498.75 inches (approximately 41.5 feet) and 551.25 inches (approximately 46 feet).
111	112	6.20.1.3.3 Steering Turning Effort	Pricing should be provided to include, as an option, electronic power steering assist.	Offeror requests to waive the requirement to include pricing for the electronic power steering assist as this is not an option our bus currently supports. Note that our powering steering is electrically driven, hydraulically assisted.	See this Addendum, Section I "Solicitation Modifications", Subsection 43 for specification revisions.
112	113	6.20.2.1 Steering Wheel Tilt	The steering wheel shall have a tilt adjustment range of no less than 35-degrees. With the steering wheel tilted fully rearward, it shall be between 40 and 45 degrees past a vertical plane perpendicular to the operator's platform. The steering wheel shall have a minimum vertical adjustment of 2.5 inches and a minimum low-end position of 29 inches above floor height, measured from the top of the rim of the steering wheel in the horizontal position to the cab floor at the heel point. The following chart is acknowledged as the standard for measurements of thigh clearance, resting elbow height, the slope of the steering wheel, and the height of the wheel, and the relationship of one to another, to assist in determining the appropriate telescopic range. (Based on Drillis and Contini, 1966.)	Request approval for our TRW steering column with adjustments as shown in Exhibit D.	Approved. See also this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions, which revised the minimum low-end position above floor height to 28.5 inches.

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113	113	6.20.2.1.	The steering wheel shall have a tilt adjustment range of no less than 35-degrees. With the steering wheel tilted fully rearward, it shall be between 40 and 45 degrees past a vertical plane perpendicular to the operator's platform.	Approval requested to provide our standard steering column that includes a tilt and telescoping feature with minimum/maximus shown below with an adjustment range of 35 degrees. This is the only steering column engineered into our low-floor buses. This is a critical supplier issue, which cannot be modified.  <p style="text-align: center;"><b>DOUGLAS STEERING TELESCOPE</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3">Min Telescope Adjustment</th> <th colspan="3">Max Telescope Adjustment</th> </tr> <tr> <th>Angle of Slope</th> <th>Douglas Height</th> <th>White Book Spec</th> <th>Angle of Slope</th> <th>Douglas Height</th> <th>Spec. Height</th> </tr> </thead> <tbody> <tr> <td>0 degrees</td> <td>28.87</td> <td>29.0"</td> <td>0 degrees</td> <td>30.75"</td> <td>34.0"</td> </tr> <tr> <td>15 degrees</td> <td>26.00"</td> <td>26.2"</td> <td>15 degrees</td> <td>27.80"</td> <td>31.2"</td> </tr> <tr> <td>25 degrees</td> <td>23.69"</td> <td>24.0"</td> <td>25 degrees</td> <td>25.30"</td> <td>29.6"</td> </tr> <tr> <td>35 degrees</td> <td>21.09"</td> <td>22.5"</td> <td>35 degrees</td> <td>22.64"</td> <td>27.5"</td> </tr> </tbody> </table>	Min Telescope Adjustment			Max Telescope Adjustment			Angle of Slope	Douglas Height	White Book Spec	Angle of Slope	Douglas Height	Spec. Height	0 degrees	28.87	29.0"	0 degrees	30.75"	34.0"	15 degrees	26.00"	26.2"	15 degrees	27.80"	31.2"	25 degrees	23.69"	24.0"	25 degrees	25.30"	29.6"	35 degrees	21.09"	22.5"	35 degrees	22.64"	27.5"	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions.
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114	113	6.20.2.2 Steering Wheel Telescopic Adjustment	Whole section	Request approval for our TRW steering column with adjustments as shown in Exhibit D.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions.																																				
115	113	6.20.2.2.	6.20.2.2.1. The steering wheel shall have a minimum vertical adjustment of 2.5 inches and a minimum low-end position of 29 inches above floor height, measured from the top of the rim of the steering wheel in the horizontal position to the cab floor at the heel point.	Approval requested for our standard Douglas brand steering column that provides a minimum low-end adjustment of 28.87" in lieu of the requested 29" and a maximum telescopic adjustment of 2.5 inches on all angles of slope. This is a critical supplier issue, which cannot be modified.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions.																																				
116		6.20.2.2.1	The steering wheel shall have a minimum vertical adjustment of 2.5-inches and a minimum low-end position of 29 inches above floor height measured from the top of the rim of the steering wheel in the horizontal position to the cab floor at the heel point.	Offeror requests approval to provide a Douglas Autotech steering column with a vertical telescopic adjustment of 1.875".  This is standard with the Douglas steering column.  Please see attached.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions.																																				
117	113	6.20.2.2.1. & 6.20.2.2.2 - Steering Wheel Telescopic Adjustment	The steering wheel shall have a minimum vertical adjustment of 2.5 inches and a minimum low-end position of 29 inches above floor height, measured from the top of the rim of the steering wheel in the horizontal position to the cab floor at the heel point.  The following chart...	Offeror requests approval to provide the Douglas Autotech steering column which has a telescopic range of 1.88 in.  On the Offeror buses the wheel cannot be positioned in a pure horizontal position, but rather has nearby steps at 2 degrees tilted away from the driver and 5 degrees tilted towards the driver. <ul style="list-style-type: none"> <li>At the -2-degree tilt, the minimum low-end adjustment is 32.0 in., measured from the top of the steering wheel rim in the horizontal position to the cab floor at the heel point.</li> <li>At the 5-degree tilt, the minimum low-end adjustment is 30.8 in., measured from the top of the steering wheel rim in the horizontal position to the cab floor at the heel point.</li> </ul> This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.  Please refer to bookmark 6.20.2a - Steering Wheel Adjustment. Note, this measurement will change should the optional electrically assisted steering column be selected.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 9, for specification revisions.																																				
118	114	6.21.2 Friction Material	Electronic stroke indicators shall be provided to allow service personnel to easily identify when the brakes are not in correct adjustment. The brake linings shall be made of non-asbestos material. To aid maintenance personnel in determining extent of wear, a provision (such as a scribe line or chamfer indicating the thickness at which replacement becomes necessary) shall be provided on each brake lining.	Request approval for our design which does not incorporate an electronic stroke indicator, however our design includes wear indicators as described in Exhibit E. The stroke is correlated to the wear indicators - the more wear on the brake pad the more stroke on the caliper piston.	Approved, providing that the disc brake system has electronic brake pad wear indicators. The City accepts electronic brake pad wear Indicators as an approved equal for electronic stroke indicators.																																				

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
119	114	6.21.2.	Electronic stroke indicators shall be provided to allow service personnel to easily identify when the brakes are not in correct adjustment.	Approval requested for a brake system without electronic stroke indicators. This feature is not available for disc brake system.	Approved, providing that the disc brake system has electronic brake pad wear indicators. The City accepts electronic brake pad wear Indicators as an approved equal for electronic stroke indicators.
120	114	6.21.3.1 - Hubs and Discs	Replaceable wheel bearing seals shall run on replaceable wear surfaces or be of an integral wear surface sealed design.	Offeror would like to clarify that for all axles, Offeror uses unitized wheel bearings that are maintenance free. The seals are self-contained with replaceable wear surfaces and wheel bearings are lubed-for-life with grease.  This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the MAN axle.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 64 for specification revisions.  The specification is revised so that greaseable wheel bearings will meet the minimum expectations, but proposers who provide oil-filled wheel bearings will exceed those expectations for scoring purposes.
121	114	6.21.3.1 Hubs and Discs	Wheel bearing and hub seals shall be oil filled, not leak or weep lubricant for 100,000 miles when running on the design operating profile.	Request approval for our wheel bearing and hub seals which are grease filled.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 42 for specification revisions.  The specification is revised so that grease-type front wheel bearings will meet the minimum expectations, but proposers who provide sealed, oil-type front wheel bearings will exceed those expectations for scoring purposes.
122	115	6.22.1 - PNEUMATIC SYSTEM - General	A quick disconnect fitting shall be easily accessible and located in the engine compartment and near the front bumper area for towing.	Offeror would like to clarify that the air fitting provided at the rear of the bus is for charge air only and not to be used for towing purposes.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 65 for specification revisions.
123	115	6.22.1 - PNEUMATIC SYSTEM - General	Retained caps shall be installed to protect fitting against dirt and moisture when not in use.	Offeror request approval to allow for a weather-resistant housing as an alternative to retained caps.  One of the fundamental design parameters of the Xcelsior's air system is to have air vent out of the tow connectors during brake application in normal application. Offeror has not provided retained caps on tow fittings at any time in the past because testing has shown that retained caps prevent air from exhausting from the tow fittings, causing brake drag.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. Weather-resistant housing is accepted as an approved equal to retained caps.
124	115	6.22.1 - PNEUMATIC SYSTEM - General	Air for the compressor shall be filtered through the main engine air cleaner system.	Offeror requests that this requirement be removed from the specification as it no longer applies to available hybrid propulsion systems.  Due to Cummins imposed restrictions on hybrid bus applications, an electric air compressor must be provided. The electric air compressor has an independent air filter and does not filter air through the engine air cleaner system.	See this Addendum, Section I "Solicitation Modifications", Subsection 65 for specification revisions.
125	115	6.22.1 General	The air system shall be protected by a pressure relief valve set at 150 psi and shall be equipped with check valve and pressure protection valves to assure partial operation in case of line failures.	Offeror would like to clarify that our compressor has a pressure protection valve that is set at 153psi.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 44 for specification revisions.
126	115	6.22.1.1 - PNEUMATIC SYSTEM - Air Compressor	The engine-driven air compressor shall be sized to charge the air system from 40 psi to the governor cutoff pressure in less than 3 minutes while not exceeding the fast-idle speed setting of the engine.	Offeror requests that this requirement be removed from the specification as it does not apply to the three propulsion systems requested in this solicitation.  An electric air compressor will be provided for all platforms (Diesel-Hybrid, Electric and Fuel Cell). An engine driven air compressor is no longer an available option with the hybrid propulsion system due to Cummins imposed restrictions.	See this Addendum, Section I "Solicitation Modifications", Subsection 66 for specification revisions.
127	115	6.22.1.1 Air Compressor	The engine-driven air compressor shall be sized to charge the air system from 40 psi to the governor cutoff pressure in less than 3 minutes while not exceeding the fast-idle speed setting of the engine.	Request approval of our standard Hydrovane air compressor, as described in Exhibit F. Offeror's proposed compressor was sized to maximize performance and vehicle efficiency and can charge the air system from 40psi to governor cut-off in less than 4 minutes.	CDL testing standards are accepted as an approved equal, providing that the compressor can meet the CDL requirements, which include bringing the air pressure from 85 psi to 100 psi in 45 seconds.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
128	116	6.22.1.2 Air Lines and Fittings	Nylon tubing shall be installed in accordance with the following color-coding standards: <ul style="list-style-type: none"> <li>• Green - Indicates primary (rear) brakes and supply</li> <li>• Red - Indicates secondary (front) brakes</li> <li>• Brown - Indicates parking brake</li> <li>• Yellow - Indicates compressor governor signal</li> <li>• Black - Indicates accessories</li> </ul>	Request approval of the following color combination for air lines: <ul style="list-style-type: none"> <li>• Green: Indicates primary brakes and supply</li> <li>• Red: Indicates secondary brakes</li> <li>• Brown: Indicates parking brake</li> <li>• Yellow: Indicates transmission and ride height controller feed (we don't have governor air lines)</li> <li>• Black: Indicates accessories &amp; doors</li> <li>• Blue: Indicates curb side air bags</li> <li>• Orange: Indicates street side air bags</li> </ul>	Approved. This meets the specifications.
129	116	6.22.1.2.1 - Air Lines and Fittings	Nylon tubing shall be installed in accordance with the following color-coding standards: <ul style="list-style-type: none"> <li>• Green - Indicates primary (rear) brakes and supply</li> <li>• Red - Indicates secondary (front) brakes</li> <li>• Brown - Indicates parking brake</li> <li>• Yellow - Indicates compressor governor signal</li> <li>• Black - Indicates accessories</li> </ul>	Offeror requests approval to provide nylon tubing with the following color-coding standards: <ul style="list-style-type: none"> <li>• Green: rear service brakes &amp; supplies</li> <li>• Red: front service brakes</li> <li>• Brown: Parking brake</li> <li>• Black: Accessories &amp; brake hose</li> <li>• Yellow: Compressor &amp; governor</li> <li>• Blue: Suspension</li> </ul> <p>This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.</p>	Approved. This meets the specifications.
130	116	6.22.1.3 Air Reservoirs	Reservoirs shall be sloped toward the drain valve.	Request approval for our design which does not have all reservoirs sloped toward a drain valve. However, our system is designed with air lines which are routed to prevent water traps.	Not approved. No changes to specifications are warranted.
131	117	6.22.1.4.3 Air System Dryer	A provision shall be included to collect/remove oil from the air system to prevent affecting function and/or damaging pneumatic system components.	Request approval for our design which does not require an oil separator and has no provisions for one.	Not approved. No changes to specifications are warranted.
132	118	6.23.3.2 Materials	The body material surfaces shall be protected against graffiti and vandalism. To protect against graffiti and vandalism, select interior body material surfaces are to be covered with a bed liner type of material. See Section 6.26.1 ("Design").	Request approval for our design in which the interior surfaces are resistant to common graffiti/vandalism and can be easily cleaned with common removal products without the need for special treatment.	Not approved. No changes to specifications are warranted.
133		6.23.3.2 - BODY - GENERAL: Materials	The body material surfaces shall be protected against graffiti and vandalism. To protect against graffiti and vandalism, select interior body material surfaces are to be covered with a bed liner type of material.	Offeror requests approval to provide only the following interior surfaces, as identified in section 6.28.1.2, with a spray on polyurethane coating: <ul style="list-style-type: none"> <li>• Front wheel wells</li> <li>• Modesty panels at the transition to the upper deck</li> </ul> <p>Anti-graffiti or anti-vandalism protection is not available on any other interior surface.</p>	Not approved. No changes to specifications are warranted.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
134	118	6.23.4.2.	All exposed surfaces and the interior surfaces of tubing and other enclosed members below lower window line shall be corrosion resistant	Approval requested for a vehicle that provides an integrated body structurally fabricated using Grade C, ASTM500 high-strength carbon steel. Rectangular tubing, plate and formed sheet steel is welded into a monocoque type space frame. The body frame as proposed has been third-party tested and meets or exceeds the rollover requirement of FMVSS 220 and crashworthiness of FMVSS 214. We incorporate a state-of-the-art corrosion protection system on all steel structural members of the bus. The inside of all structural tubing is airlessly sprayed with Z Guard-9902S thixotropic, rust-inhibiting undercoating/ sealant for internal corrosion protection. The steel cage structure and all related metals parts are welded into a complete frame assembly. This assembly is moved into a blast booth where it is blasted entirely with 40/50 mix of steel grit medial. This gives all steel parts a 1-mil physical profile for paint adhesion. After blasting the cage, it is moved to a crossflow paint booth. The cage is prepared and primed using Akzo Nobel corrosion inhibitive 2-component high solids epoxy primer/sealer #LV360EP with 2.1 low VOC. In critical corrosive areas (e.g., undercarriage, wheelhouses, etc.) SikaGard-6682 coating is applied. SikaGard-6682 is a water-based sound deadening and anti-chip coating which has been ASTM tested to 1000 hours of salt spray. The protected cage is then baked at 140° for 20 minutes to ensure proper curing. All welded butt joints sealed with Sikaflex 211 a multipurpose polyurethane adhesive sealant curing to a permanently elastic protective seal along the edges. Please reference the attached handout on our construction and corrosion protection program.	Approved. This meets the specifications.
135	119	6.23.6.1 Fire Protection	The passenger and engine compartments shall be separated by a bulkhead(s) that shall, by incorporation of fireproof materials in its construction, be a firewall. The engine compartment shall include areas where the engine and exhaust systems are housed including the muffler, if mounted above the horizontal shelf. This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the "Recommended Fire Safety Practices" defined in FTA Docket 90, dated October 20, 1993.	Would the CITY accept materials complaint to FMVSS 302 and not Docket 90A for BEBs? BEBs have a greatly reduced risk of propulsion compartment fire compared to traditional diesel buses.	Not approved. No changes to specifications are warranted.
136	120	6.24.3.3 Towing	6.24.3.3. The rear towing devices shall permit lifting and towing of the bus for a short distance, such as in cases of an emergency, to allow access to provisions for front towing of the bus. The method of attaching the tow bar or adapter shall require the specific approval of the CITY. Each towing device shall accommodate a crane hook with a 1-inch throat.	Request approval of our towing procedure as described in Exhibit G.	Not approved. No changes to the specifications are warranted. The towing needs to meet the City's specifications. See Section 6.24.3.
137	121	6.25 Floor Design	The floor design shall consist of two levels (bi-level construction). Aft of the rear door extending to the rear settee riser, the floor height may be raised to a height approximately 18 inches above the lower level. An increase slope shall be allowed on the upper level not to exceed 3½° off the horizontal.	Request approval for our floor design where, aft of the rear door extending to the rear settee riser, the floor height raises to a height no more than 21 in. above the lower level, with equally spaced steps.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 45 for specification revisions.
138	121	6.25 Floor Design	Where the floor meets the walls of the bus, as well as other vertical surfaces, such as, platform risers, the surface edges shall be blended with a circular section of radius not less than 1 inch.	Request approval for our design which does not allow for the flooring to go up the side wall. This is due to the location of the lower seat rail being just above the floor surface, as well as the wall panels extending to the floor surface in the rear of the bus. Refer to Exhibit H for floor section view.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 45 for specification revisions.  The specification is revised so that the transition point between the floor and the wall may be sealed to meet the minimum expectations, but proposers who provide surface edges that are blended with a circular section of radius not less than 1 inch will exceed those expectations for scoring purposes.



Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
139	121	6.25. - FLOOR DESIGN	Where the floor meets the walls of the bus, as well as other vertical surfaces, such as, platform risers, the surface edges shall be blended with a circular section of radius not less than 1 inch. Similarly, a molding or cove shall prevent debris accumulation between the floor and wheel housings.	Offeror requests approval to provide floor covering in the lower area that extends seamlessly up the sidewall for at least 4 inches and is locked in place by the seat track. Flooring on the upper level does not extend up the wall, however, a stainless steel molding is provided which encloses and seals the edge between the floor and the wall. Cove molding is not provided in the following locations: Front dash to floor, driver's platform to floor, rear step to floor and rear wheel wells to floor. The flooring at these joints are either welded or sealed with manufacturer approved products to form a secure joint which eliminates the need for molding.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 45 for specification revisions.  The specification is revised so that the transition point between the floor and the wall may be sealed to meet the minimum expectations, but proposers who provide surface edges that are blended with a circular section of radius not less than 1 inch will exceed those expectations for scoring purposes.
140	122	6.25.3 - FLOOR DESIGN - Platforms	Platform height shall not exceed 12 inches where possible.	Offeror requests approval to provide a driver's platform that is 17.75" high.  This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the Xcelsior®.	This meets the specification, providing the Proposer can demonstrate that a twelve-inch platform height is not possible for the bus design.
141	123	6.25.3.2.	The farebox shall be prewired according to the CITY's requirements.	There is conflicting information between section 6.25.3.2. 9 (pg. 123) where farebox pre-wire only is required and section 6.39.5.13.1. (pg.203) where "An AFC system shall be pre-wired for installation. The CITY may request that all components be provided and installed." Clarification requested whether the City requires pre-wire for farebox system with power and ground only or whether all farebox system components are to be provided. Your response will allow for appropriate pricing to be developed.	The City requires pre-wire for farebox systems.
142	124	6.26.1.4. - WHEEL HOUSING - Design	The exterior finish of the interior front wheel housings shall include a polyurethane coating, similar to truck bed liner applications, evenly applied as a deterrent to costly graffiti and vandalism damage.	Offeror would like to clarify that we are able to comply with this requirement and provide Full Metal Jacket (FMJ) truck bed type liner on the interior front wheel housings, however this coating does not meet the Docket 90 as required per section 6.10.2.  Please confirm that this localized deviation to the interior Docket 90 requirements is acceptable.	Acknowledged. As authorized by Docket 90-A, the City has exempted from Docket 90 requirements the coating.
143	124	6.27.2 - Repair and Replacement	Exterior panels below the lower daylight opening and within 35 inches above ground level shall be divided into sections that are easily repairable or replaceable.	Offeror would like to clarify that exterior panels within 35" of the ground are not considered "easily replaceable" as they are permanently bonded to the structure. However, actual replacement of the panels is only required in a very severe accident with structural framing damage.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Acknowledged. This meets the specification that the exterior panels be replaceable or easily repairable.
144	125	6.27.3 Rain Gutters	Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors, operator's side window, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the windshield, upon the operator's side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.	Request approval of our ZX5 vehicle design which has a uniquely designed roof profile that channels water away from passenger entrance and exit areas. The body design and roof profile provide the same functionality without the need for traditional rain gutters.	Approved. This is accepted as an approved equal, providing the design adequately drains water as required by Section 6.27.3 Rain Gutters.
145	125	6.27.5 Splash Aprons	Splash aprons, composed of 1/4-inch-minimum composition or rubberized fabric, shall be installed behind and/or in front of wheels as needed to reduce road splash and protect under floor components. The splash aprons shall extend downward to within 4 inches of the road surface at static conditions. Apron widths shall be no less than tire widths, except for the front apron that shall extend across the width of the bus.	Offeror requests approval for our standard design where the front mudflaps sit at 4.5" off the surface of the road and the rear mud flaps are at 5" off the surface of the road. In addition, the front mud flaps are wider than the tire, but do not extend across the full width of the bus. We provide one (1) mud flap for each front tire.	Not approved. No changes to specifications are warranted.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
146	125	6.27.6.1 Service Compartments and Access Doors - Exterior	Access doors, when opened, shall not restrict access for servicing other components or systems.	Request approval for our motor compartment lower side access doors which when opened, partially restrict access to the upper side access doors. All other access doors, when opened, do not restrict access for servicing other components or systems. Please see Exhibit I for additional details.	Not approved. No changes to specifications are warranted.
147	126	6.27.7. - Service Area Lighting	LED lighting shall be provided in the engine compartment and shall be <b>controlled by a switch located near the rear start controls in the engine compartment.</b>	Offeror requests approval to activate the service lights in the propulsion compartment through a switch located in the rear ESS service compartment.  Please note, there are no "rear vehicle run controls" in the motor/drive unit compartment for electric buses. The distributed nature of the propulsion batteries are such that gauge checks or other primary diagnostics from the rear engine compartment will be performed inside the vehicle from the rear panel with a suitably equipped laptop.  Please refer to bookmark 6.27.7 - Rear ESS Compartment Switch and Fusebox for more information.	Approved. This meets the specifications.
148	126	6.27.8 - Bumpers Location	Bumpers shall provide impact protection for the front and rear of the bus with the top of the bumper being 28 ± 2 inches above the ground.	Offeror requests approval to provide a front bumper height of 24 inches at the center line of the bus and a height at the outer edges of 27 inches from street level at ride height. The top center of the rear bumper measures 30.5" inches from the street level. The Xcelsior® bumpers are designed to fit the esthetic look of the Xcelsior® and have been impact tested in accordance with APTA Bus Procurement Guidelines.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 67 for specification revisions.
149	127	6.27.8.4	Bike racks shall be powder coated black and consistent in function and operation as the ones in the current fleet.	Offeror requests clarification if the bike rack the CITY currently operates is the Sportworks DL2 or the Byk-Rak 2 position rack and is the CITY has a preference for either manufacture.	The City does not have a preference.
150	127	6.27.9	All exterior surfaces shall be smooth and free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier, prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion. 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. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections: <ul style="list-style-type: none"> <li>• Blisters or bubbles appearing in the topcoat film</li> <li>• Chips, scratches, or gouges of the surface finish</li> <li>• Cracks in the paint film</li> <li>• Craters where paint failed to cover due to surface contamination</li> <li>• Overspray</li> <li>• Peeling</li> <li>• Runs or sags from excessive flow and failure to adhere uniformly to the surface</li> </ul>	Offeror request approval of our paint standards. Offeror believes our standard paint process meets the specifications.  Please see attached.	Approved. This meets the specifications.
151	127	6.27.9	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.	Offeror request approval to paint the front cap exterior of the bus with front and rear marker lights installed. Offeror preinstalls the front and rear exterior marker lamps prior to the front and rear caps being installed. The marker lights are then taped off and the entire bus is painted.  This is standard on the Offeror Low Floor bus.	Approved. This is acceptable.

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152	127	6.27.9.1	All exterior surfaces shall be smooth and free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier, prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus.	Offeror requests approval to use Offeror Paint Standards as set out in the bookmark, 6.27.9a QA-STD-100 Paint Standard and 6.27.9b QA-STD-PNT-101 Interior Paint Standard.  This is the same processes as provided on the CITY's previous Xcelsior® buses	Approved. This meets the specifications.
153	128	6.27.9.1	Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections: Blisters or bubbles appearing in the topcoat film Chips, scratches, or gouges of the surface finish Cracks in the paint film Craters where paint failed to cover due to surface contamination Overspray Peeling Runs or sags from excessive flow and failure to adhere uniformly to the surface	Offeror requests approval to use Offeror Paint Standards as set out in the bookmark 6.27.9c QA-STD-FBG-200 Surface Finish Standards.  This is the same processes as provided on the CITY's previous Xcelsior® buses	Approved. This meets the specifications.
154	128	6.27.9.2.2	The exact color scheme and graphics will be provided during the pre-construction process; however, no more than four (4) color graphic (excluding clear) will be used. The CITY will provide an example of their individual design for review.	Offeror requests an example of the CITY's design for review so that an accurate base bus price can be provided.	See Section 6.27.9.2.2. Please note the City does not have an example at this time.
155	129	6.27.9.3.2	A logo type design shall be applied to the bus exterior in areas to be selected by the CITY. Logo design shall be furnished by the CITY.	Offeror requests an example of the CITY's design for review so that an accurate base bus price can be provided.	See Section 6.27.9.2.3. Please note the City does not have an example at this time.
156	129	6.27.9.4.1	Manufacturer shall provide and install CITY approved Braille signs to designate, as a minimum, emergency exits.	Offeror requests more information on the language and locations of the braille signs to be installed by the Contractor.	See this Addendum, Section I "Solicitation Modifications", Subsection 27 for specification revisions (with deletion of Section 6.27.9.4.1's fourth sentence).
157	130	6.27.9.5.1 Exterior Lighting	All exterior lights shall be designed to prevent entry and accumulation of moisture or dust, and each lamp shall be replaceable in less than 20 minutes by a 2M mechanic helper.	Request approval for our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.
158	130	6.27.9.5.1. - Exterior Lighting	Directional and clearance lights located on the roof and sides of the bus shall have protective shields or be of the flush mount type to protect the lens against minor impacts.	Offeror requests approval to provide marker and clearance lights along the roofline which are low profile and do not have protective shields.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Not approved. No changes to specifications are warranted.
159	130	6.27.9.5.2 Exterior Lighting	A safety light shall be incorporated into the turn signals mounted either to the mirrors, front bumper or other city approved location near the front of the bus. These lights shall illuminate the area to the front and side of the vehicle in the direction of the turn.	Would the CITY accept our cornering lights as described in Exhibit J to meet this requirement?	Not approved. No changes to specifications are warranted.
160	130	6.27.9.5.2 6.27.9.5.6 - Exterior Lighting	Front turn signal lights shall be visible from both the front and each side and may either be combined with the front clearance, hazard, and side marker lights and side reflectors or may be separate.	Offeror would like the clarify that the front turn signals are incorporated into the headlight assembly and not visible from the side of the bus. Side turn signal lights are provided on both sidewalls of the bus at the front wheel well area for visibility.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Acknowledged. This meets the specifications.
161	130	6.27.9.5.3 Exterior Lighting	A separate hazard signal switch lever (a minimum 2 inches in length) shall be installed on the operator's left console. Location shall be specified by the CITY.	Request approval for our standard hazard signal switch located on the operator's left console as shown in Exhibit K. Please note that these instruments and controls are not final and can be discussed further at the pre-production meeting(s).	Approved. This is accepted as an approved equal.
162	131	6.27.9.5.5. - Exterior Lighting	Lamps or LED strips at the front and rear passenger doorways shall comply with ADA requirements and shall activate only when the doors open... These lights must be positioned below the lower daylight opening of the windows and shall be shielded to protect passengers' eyes from glare.	Offeror requests approval to provide an ADA compliant door header LED strip light (1.0" x 18.5" ) at both entrance door and exit doors, which precludes the need for installation of exterior curb lights.	Approved. This meets the specifications.

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163	131	6.27.9.5.6 Exterior Lighting	Front turn signal lights shall be visible from both the front and each side and may either be combined with the front clearance, hazard, and side marker lights and side reflectors or may be separate. Rear taillights and brake lights shall be combined. Rear turn signal lights shall be combined with rear side marker lights	Offeror wishes to clarify that our front turn signal lights are visible from the front but not each side, however we have side turn signal lights on both sides of the bus. Also note that rear turn signal lights are not combined with rear side marker lights, they are separate lights. We request approval of our exterior lighting as shown in Exhibit L.	Not approved. No changes to specifications are warranted.
164	131	6.27.9.6. - Service Area Lighting (Interior and Exterior)	6.27.9.6.2. <b>Engine compartment lamps</b> shall be controlled by a switch mounted near the <b>rear start controls</b> .	Offeror requests approval to activate the service lights in the propulsion compartment through a switch located in the rear ESS service compartment.  Please note, there are no "rear vehicle run controls" in the motor/drive unit compartment for electric buses. The distributed nature of the propulsion batteries are such that gauge checks or other primary diagnostics from the rear engine compartment will be performed inside the vehicle from the rear panel with a suitably equipped laptop.  Please refer to bookmark 6.27.7 - Rear ESS Compartment Switch and Fusebox for more information.	Approved. This meets the specifications.
165	131	6.27.9.6. - Service Area Lighting (Interior and Exterior)	Power shall latch on with activation of the switch and shall be <b>automatically discontinued (timed out) after 15 minutes</b> to prevent damage caused by inadvertently leaving the service area lighting switch in the on position after repairs are made.	Offeror requests approval to automatically discontinue power to the service lights 15 minutes after the PLC system goes to sleep. This allows the maintenance staff to repair the bus as long as needed without having to reactivate the switch when the 30-minute timer is reached.  Please note that in a case where maintenance staff fails to turn off the switch after repairs are made, power will automatically shut off after 15 minutes (after the bus is turned off) to prevent damage.  This is the same as what was provided in previous builds.	Not approved. No changes in specifications are warranted.
166	131	6.27.9.6.1 Service Area Lighting	LED lamps shall be provided in the engine and all other compartments where service may be required to generally illuminate the area for night emergency repairs or adjustments. These service areas shall include the engine compartment, the communication box, junction/apparatus panels, and passenger door operator compartments.	Request approval for our design where the passenger door operator compartments and junction/apparatus panels do not have service lights. LED lamps are provided in the motor and all other compartments where service may be required to generally illuminate the area for night emergency repairs or adjustments.	Not approved. No changes to specifications are warranted.
167	131	6.27.9.6.2	Power shall latch on with activation of the switch and shall be automatically discontinued (timed out) after 15 minutes to prevent damage caused by inadvertently leaving the service area lighting switch in the on position after repairs are made.	Offeror requests approval to provide a time out of ten (30) minutes to prevent unnecessary battery drain and still allow for maintenance to perform emergency repairs.  This is standard on the Offeror Low Floor Hybrid bus.	Not approved. No changes in specifications are warranted.
168	131	6.27.9.6.2	Power shall latch on with activation of the switch and shall be automatically discontinued (timed out) after 15 minutes to prevent damage caused by inadvertently leaving the service area lighting switch in the on position after repairs are made.	Offeror requests approval to provide a time out of ten (5) minutes. The BEB is distinctly different from other bus modes. The powertrain compartment on the BEB consists of batteries and other electronic equipment. This is quite different from that of a traditional diesel, CNG or hybrid bus.  Please see attached.  This is standard on the Offeror 40' Low Floor Hybrid bus.	Not approved. No changes in specifications are warranted.
169	132	6.28.1.1 Interior Panels and Finishes - General	The manufacturer shall warranty all interior paneling against cracking, warping or breakage for a period of no less than six years.	Request approval for the warranty of interior paneling to be 1-year/50,000 miles as included under our standard Complete Bus warranty.	Not approved. No changes to the specifications are warranted.
170	132	6.28.1.2	This coating shall be included on surfaces that are prone to damage occurring by vandalism, including graffiti and surface etching. Interior Front wheel wells, modesty panels at the transition to the upper deck and the rear bulkhead access panels shall have this coating installed as standard. Installation of this coating shall not impact serviceability of any of the components.	Offeror requests approval to provide a coating on the front wheel wells, modesty panels at the transition to the upper deck. Offeror can provide this coating at all the aforementioned locations, however, the Offeror bus does not have rear bulkhead access panels.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 68 for specification revisions.

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171	132	6.28.1.2 - INTERIOR PANELS AND FINISHES	The CITY may opt to cover additional select surfaces with spray on polyurethane coating similar to a truck bed liner. (Previous builds have used "Raptor" brand coating for reference) This coating shall be included on surfaces that are prone to damage occurring by vandalism, including graffiti and surface etching. Interior Front wheel wells, modesty panels at the transition to the upper deck and the rear bulkhead access panels shall have this coating installed as standard. Installation of this coating shall not impact serviceability of any of the components.	Offeror requests approval to provide rear bulkhead access panels that are coated with a black textured powdercoat in lieu of the specified spray on polyurethane coating.  This is the same as provided on the CITY's previous Xcelsior® buses, will provide fleet commonality, and provides the required graffiti protection on the rear bulkhead access panels.	Not approved. No changes to specifications are warranted.
172	133	6.28.3.2 Rear End	The wheel housings shall be covered in the same product as the flooring material. The transitions from the floor to wheel wells shall have a stainless steel or aluminum kick panel to protect the flooring and maintain a finished appearance.	Request approval for wheel housings to be gelcoated gray to match the interior of the bus. Please note that our rear wheel housings do not offer enough space to accommodate a meaningful size kickplate. Refer to Exhibit M for more detail.	Not approved. No changes to the specifications are warranted.
173	133	6.28.4	All materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90.	The proposed Offeror Low Floor complies with all applicable Federal Motor Vehicle Safety Standards (FMVSS) as required by the F.T.A and the D.O.T., and as described in Title 49 CFR Chapter V, part 571-FMVS S, last revised on October 1, 1998. The Federal Transit Administration provided on January 13, 1993 regulations governing the "Recommended Fire Safety Practices for Transit Bus and Van Materials: Notice"--known as Docket 90-A.  Over the years Offeror has continued a program with suppliers to provide components that meet or exceed these "voluntary recommended" guidelines. Developing technology, availability of suitable materials, product performance, reliability, and costs have precluded some materials being available for manufacturers use.  Attached for your reference is a list of compliant and non-compliant components on the Offeror Low Floor Bus.  Offeror requests concurrence with our documented compliance list.	Concurred. As authorized by Docket 90-A, the City has exempted from Docket 90 requirements any materials entirely enclosed from the passenger compartment and smaller components and items. See Section 6.10.2.
174	133	6.28.4 Interior Panels General	All materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90.	Would the CITY accept materials complaint to FMVSS 302 and not Docket 90A?	Not approved. No changes to the specifications are warranted.
175	137	6.28.4.10.2. - Floor Covering	Any areas on floor, excluding passenger ramps which are not intended for standees, such as areas "swept" during passenger door operation, shall be clearly and permanently marked.	Offeror would like to clarify that the front entrance area, which does not have a ramp, is also not intended for standees. It will therefore not have any markings to reflect the "sweep" of the door.	Acknowledged. This meets the specifications.
176	137	6.28.4.10.5. - Floor Covering	The step tread edges, including floor level, shall be covered with integrally molded nosing. All step edges and ramp edges shall have a 2-inch molded yellow band and shall be integrally molded to the floor or ramp covering the full width of the step or ramp.	Offeror request approval to provide a rear step which is made of composite material, edged in yellow FMJ which acts as a nosing. In addition, both the stowed and deployed edges of the ramp have a 2 inch wide band of yellow FMJ.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.  Please refer to bookmark 6.28.4.10a SR2549 Rear Step Photo.	Approved. This is accepted as an approved equal.
177	137	6.28.4.10.7	The wheelchair securement areas shall be marked with a square yellow wheelchair symbol molded into the floor covering. The wheelchair symbol should measure approximately 12" x 12" with a 2" radius on each corner.	Offeror requests approval to provide a black ADA logo within yellow background.  This is consistent with buses currently in operation by the CITY.  See attached.	Approved. This meets the specifications.

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178	137	6.28.4.10.8.	Flooring joints in high traffic areas shall be back welded	Approval requested for flooring that is not welded from underside of floor covering material or back welded as our flooring is not pre-cut and pre-welded by the flooring manufacturer. Offeror has implemented an OSHA related 40lb. maximum weight lift restriction per employee which would be exceeded to meet this requirement. All mating joints are professionally welded and have a quality finished look.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 10, for specification revisions.
179	137	6.28.4.10.8. - Floor Covering	Flooring joints in high traffic areas shall be back welded.	Offeror requests approval to provide flooring throughout the bus which is top welded, not back welded. Our production processes and flooring installation procedures preclude the flooring from being back welded.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 10, for specification revisions.
180	138	6.28.4.11.1. - Passenger Interior Lighting	The interior lighting system shall be designed of anodized aluminum extrusions, attached to formed aluminum composite panels. Outer panel doors/enclosures constructed of plastic or melamine shall not be used.	Offeror requests approval to provide our Genuine Offeror Interior LED Lighting which is made with durable Thermoform plastic, extruded aluminum and powder-coated aluminum panels. Anodized aluminum is not recommended as it scratches easily.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.  Please refer to bookmark 6.28.4.11a SIB-277-001-LED Lighting.	Approved. This is accepted as an approved equal.
181	138	6.28.4.11.1. - Passenger Interior Lighting	The front entrance area and curb lights shall illuminate when the front door is open, and Master Run Switch is in the "Lights" positions. Rear exit area and curb lights shall illuminate when rear door is unlocked.	Offeror requests approval to provide a bus which does not provide exterior curb lamps, as the ADA requirement for exterior lighting is accomplished with interior door header lights. Functionality of the door header lights will meet this requirement.	Approved. This meets the specifications.
182	138	6.28.4.11.3 - Passenger Interior Lighting	Lens material shall be clear polycarbonate. Lens shall be designed to effectively "mask" the passenger reading lights.	Offeror would like to clarify that lens material is an opaque polycarbonate. An opaque lens is required in order to effectively mask the LED bulbs.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 69 for specification revisions.
183	138	6.28.4.11.3 Interior Lighting	Lens material shall be clear polycarbonate. Lens shall be designed to effectively "mask" the passenger reading lights. Lens shall be sealed to inhibit incursion of dust and insects yet are easily removable for service. If threaded fasteners are used, they must be held captive in the lens.	Request approval of our lens material which is clear polycarbonate.	Approved. This meets the specifications.
184	140	6.28.4.13.3.	Flooring material shall be flush with the floor and shall be edge-bound with stainless steel, or other material that is acceptable to the CITY, to prevent the edges from coming loose. Access openings shall be asymmetrical so that reinstalled flooring shall be properly aligned.	Approval requested for one (1) floor hatch that is located on the upper deck in the center in front of the rear row of seats. The Purplast floor hatch provides access to the Traction Motor and Traction Motor Phase connections from the Traction Inverter from the interior of the bus. The hatch is not flush with the floor and is edge bound with cast polyurethane material. Please reference attached photos.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 11 for specification revisions.  The specification is revised so that an access opening near-flush with the floor in compliance with regulatory requirements will meet the minimum expectations, but proposers who provide a an access opening flush with the floor will exceed those expectations for scoring purposes.
185	140	6.28.4.13.3. - Access Panels and Doors – Interior	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 other material that is acceptable to the CITY, to prevent the edges from coming loose.	Offeror requests approval to provide a driveshaft access panel that is manufactured completely out of polyurethane and is not edge bound with stainless steel. The panel has a recessed area which is covered in flooring material to match the bus interior. The flooring material in this area is secured using approved adhesive and is edge sealed using approved sealant.  Please refer to bookmark 6.28.4.13.3a SIB-422-002 Interior Access Doors, Item 10 is the driveshaft access door.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. This is accepted as an approved equal.

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186	134	6.28.4.3.6 Operator Barrier	Partition shall start 25mm (1") above floor Dark or black panels preferred.	Request approval for our design in which the operator area is inherently isolated from passengers from floor to ceiling due to the location of the streetside wheel housing, which acts as an Operator Barrier as shown in Exhibit N.	Approved. This is accepted as an approved equal.
187	135	6.28.4.5. - Modesty Panels	Modesty panels shall extend no higher than the lower daylight opening of the side windows	<p>Offeror request approval to provide a modesty panel fore of the upper deck which extends approximately 12" inches higher than lower daylight opening of the lower deck side windows and 6" higher than the lower daylight opening of the upper deck side windows. This is due to the larger windows provided on our Xcelsior model and is the same as provided on your current Xcelsior buses.</p> <p>Please refer to bookmark 6.28.4.5a SR-2459 UD Modesty Panel Photo.</p> <p>This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 81 for specification revisions.
188	135	6.28.4.5. - Modesty Panels	Modesty panels... forward of transverse seats shall extend downward to a level between 1-1/2 and 1 inches above the floor	<p>Offeror requests approval to provide a diagonal floor gap of 2.0" on the upper curbside modesty panel (just aft of the exit door) and approximately 8.25" floor gap on the upper streetside modesty panel.</p> <p>This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 81 for specification revisions.
189	136	6.28.4.7. - Headlining	Ceiling panels shall be stainless steel, anodized aluminum, melamine-type material, or material suitable for exterior skin painted and finished to exterior quality.	<p>Offeror requests approval to provide ceiling panels made of textured thermoplastic. Thermoplastic is used as it can be shaped to the contoured ceiling profile of the Xcelsior®, which increases interior headroom.</p> <p>This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the Xcelsior®.</p>	Approved. This meets the specifications.
190	136	6.28.4.9.1	All insulation materials shall comply with the "Recommended Fire Safety Practices" defined in FTA Docket 90.	<p>The proposed Offeror Low Floor complies with all applicable Federal Motor Vehicle Safety Standards (FMVSS) as required by the F.T.A and the D.O.T., and as described in Title 49 CFR Chapter V, part 571-FMVSS, last revised on October 1, 1998. The Federal Transit Administration provided on January 13, 1993 regulations governing the "Recommended Fire Safety Practices for Transit Bus and Van Materials: Notice"--known as Docket 90-A.</p> <p>Over the years Offeror has continued a program with suppliers to provide components that meet or exceed these "voluntary recommended" guidelines. Developing technology, availability of suitable materials, product performance, reliability, and costs have precluded some materials being available for manufacturers use.</p> <p>Attached for your reference is a list of compliant and non-compliant components on the Offeror Low Floor Bus.</p> <p>Offeror requests concurrence with our documented compliance list.</p>	Concurred. As authorized by Docket 90-A, the City has exempted from Docket 90 requirements any materials entirely enclosed from the passenger compartment and smaller components and items. See Section 6.10.2.

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191	141	6.29.1.3. - Passenger Seating Arrangements and Seat Style	All forward facing seats behind aisle facing seats or otherwise having open space in front of the seat must have a safety barrier installed. The safety barrier may be fixed or movable. A grab bar will not be considered as an acceptable barrier.	Offeror requests approval to provide a grab bar fore of the rear bench cross seats on both the curbside and streetside. There is insufficient space in this location to provide a full solid barrier without significantly reducing the available foot room.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.  Please refer to bookmark 6.29.1a SR-2549 Rear Bench Grab Bar Photo.	This specification only applies to forward-facing seats behind aisle-facing seats or otherwise having open space in front of the seat. Please note that grab bars at the rear bench cross seats are unnecessary, but not prohibited.
192	141	6.29.1.5. - Passenger Seating Arrangements and Seat Style	The passenger seats shall be equipped with vandal-resistant plastic inserts throughout the bus. The seat bottom and back shall be replaceable plastic inserts	On behalf of American Seating, Offeror advises that they no longer offer a seat model which has replaceable plastic inserts on the seat bottom and back. Amseco requests approval of one of their following seat models:  • Vision: This model has an all SST construction and is available with replaceable fiberglass inserts.  • Insight Prime+: This model has a composite resin construction and is available with non-replaceable plastic inserts.  • Insight: This model has a composite resin construction but does not have any inserts.  Both Insight models offer many benefits including significant weight savings over other seat models	Not approved. No changes to specifications are warranted.
193	141	6.29.1.6. - Passenger Seating Arrangements and Seat Style	The area between the longitudinal seat backs and the attachment to the bus sidewalls shall be closed out and designed to prevent debris accumulation.	On behalf of American Seating, Offeror advises that they do not offer a closeout on the upper deck longitudinal seats which are mounted on the wheelhouse. These seat positions are too far from the side wall and too high (extending above the lower window line) that a closeout is not feasible. We request this requirement, specific to the upper deck seats, be removed from the specification.	Not approved. No changes to specifications are warranted.
194	141	6.29.1.6. - Passenger Seating Arrangements and Seat Style	Foot-room, measured at the floor forward from a point vertically below the front of the seat, shall be no less than 14 inches. Seats immediately behind the wheel housings may have foot room reduced, provided the wheelhouse is shaped so that it may be used as a footrest or the design of modesty panel effectively allows for foot room.	Offeror requests approval to provide foot room that measures down to 10" at the curbside seat location immediately aft of the exit door.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Not approved. No changes to specifications are warranted.
195	145	6.29.1.9.1 Construction and Materials	The seats shall be attached to the frame with tamperproof fasteners.	Request approval of our seats which are attached to the seat rail with hex bolts and locknuts instead of tamper-resistant fasteners. The seats themselves, however, are built with tamper-resistant fasteners.	Not approved. No changes to specifications are warranted.
196	145	6.29.1.9.4	Approved configurations include the use of USSC Aries, USSC Gemini, Kiel INTRA or American seating products in high back and low back configurations. The CITY will determine the seat model used based on proposed layouts available at the time of manufacture.	Offeror would to advise the CITY that the use of Kiel INTRA seats will not be a seat model option that will be available for the CITY to choose from the listed options. Kiel INTRA seats are not approved for installation in our bus.	Acknowledged.
197	146	6.29.1.9.5 Construction and Materials	All rear most forward facing 5 passenger seat assemblies shall be hinged with release latch or similar, to provide quick and easy access to underlying engine access panels on all model types. Seat bottoms removal shall not be required as part of this maintenance process.	Offeror would like to clarify that the bus has no engine and there is no access from the interior area of the bus to the rear compartment. Therefore, hinged seats at the rear platform are not needed.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 48 for specification revisions.
198	149	6.29.3.2	the front shall have an opening no less than 76.0 inches in height and a clear opening of 33.0 inches wide.	Offeror requests approval to provide a front door clear opening (including grip rails) width of 32.39".  This is inherent to the Offeror Low Floor bus design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 12 for specification revisions.  The specification is revised so that a front-door width no less than 32 inches will meet the minimum expectations, but proposers who provide a front-door width equal to or greater than 33 inches will exceed those expectations for scoring purposes.



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199	149	6.29.3.2 Transit Bus Minimum Door Opening Dimensions	Front, accessible, and exit doors shall be of the same glass configuration to allow interchangeability. When open, the accessible and exit doors shall have an opening no less than 76.0 inches in height and a clear opening of 36.0 inches wide. the front shall have an opening no less than 76.0 inches in height and a clear opening of 33.0 inches wide.	Request approval for front and rear door heights to have an opening no less than 75 inches in height. Additionally, we wish to clarify that the front and rear door glass is not interchangeable within the same bus due to the different sizes. However, the front door glass is interchangeable between buses of the same type, and the same goes for the rear door glass.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 12 for specification revisions.  The specification is revised so that a front-door, accessible-door, and exit-door height no less than 75 inches will meet the minimum expectations, but proposers who provide a front-door, accessible-door, and exit-door height equal to or greater than 76 inches will exceed those expectations for scoring purposes.
200	149	6.29.3.2.	the front shall have an opening no less than 76.0 inches in height and a clear opening of 33.0 inches wide.	Approval requested for a front door with a clear opening of 32.0 inches wide. This door design meets all applicable ADA requirements. This is a critical design element, which cannot be modified.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 12 for specification revisions.  The specification is revised so that a front-door width no less than 32 inches will meet the minimum expectations, but proposers who provide a front-door width equal to or greater than 33 inches will exceed those expectations for scoring purposes.
201	149	6.29.3.2. - Transit Bus Minimum Door Opening Dimensions	Front, accessible, and exit doors shall be of the same glass configuration to allow interchangeability.	Offeror requests approval to provide a front entrance door which has a uniquely designed curved glass configuration which cannot be interchanged with other door systems on the bus.  This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is inherent to the design of the Xcelsior®.  Please refer to bookmark 6.29.3a SR-2349 Exterior Entrance Door Photo.	Approved. This meets the specifications, providing the door glass is interchangeable within the same door, and not necessarily interchangeable with other doors.
202	149	6.29.3.3.2 Door Glazing	The front door panel glazing material shall have a nominal ¼ inch or 6 mm thick laminated safety glass conforming to the requirements of ANSI Z26.1 Test Grouping 2 and the Recommended Practices defined in SAE J673.	Would the CITY accept 4mm thick tempered glass?	Not approved. No changes to specifications are warranted.
203	150	6.29.3.4 Door Proection	Projection inside the bus shall not exceed 21 inches.	Request approval for front door inside projection of 21.5 inches.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 49 for specification revisions.  The specification is revised so that a door projection inside the bus no more than 21.5 inches will meet the minimum expectations, but proposers who provide a door projection inside the bus equal to or less than 21 inches will exceed those expectations for scoring purposes.
204	150	6.29.3.7.1 Actuators	If powered by compressed air, exhaust from the door system shall be routed below the floor of the bus to prevent accumulation of any oil that may be present in air system and to muffle sound.	Request approval of our design in which the exhaust from the door system is not routed below the floor of the bus. It exits through a muffler on the valve block of the actuator mechanism. Oil in the air lines is separated out by an individual air filter for each door.	Not approved. No changes to specifications are warranted.
205	152	6.29.3.8. - Door Control	6.29.3.8.2.8. Upon activation of the fire suppression system, <b>the emergency unlocking device shall unlock the doors at below 2mph.</b>	Offeror requests approval to provide a fire suppression system that does not have the ability to activate the emergency unlocking device. The emergency unlocking device is an air valve that cannot be actuated using electronic signals.  Activation of the emergency locking device must be done manually, allowing the driver to open the doors through a switch located on the side console.	Not approved. No changes in specifications are warranted.
206	152	6.29.3.8.2.8 Emergency Operation	Upon activation of the fire suppression system, the emergency unlocking device shall unlock the doors at below 2mph.	Request approval for our design in which the operator can manually release the front door from the operator's area in the event of a fire suppression system actuation. Additionally, anyone can manually activate the front or rear door emergency release from either door.	Not approved. No changes to specifications are warranted.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
207	152	6.29.3.8.2.9. - Door Control	Please note that the CITY no longer requires the use of a separate open button at the exit door stanchion.	Offeror requests clarification of the exit door control without the button at the exit door stanchion. Is the exit door to be fully driver controlled?	Yes, the exit door is to be fully driver controlled.
208	152	6.29.4. - Accessibility Provisions General	Space and body structural provisions shall be provided to accommodate the wheelchair loading system, with a preference for the system to be located at the rear door.	Offeror requests approval to provide a rear ramp located at the exit door position "one bay forward" from the standard exit door location. Due to the structural design of the rear of the Xcelsior® (which is standard for all fuel types), the diesel fuel tank structure interferes with the space required for the full size ramp. Redesign of this area for the 40' platform has not been done to date and would require significant Engineering effort. Since 2015, Las Vegas, Phoenix and Valley Metro have received over 320 buses with the rear ramp located one bay forward.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. This is not prohibited by the specifications.
209	155	6.29.4.1.10 Loading System	Once the ramp control switch is activated, the passenger doors shall open, and an audible alarm at the accessible entrance shall be activated two seconds prior to deployment and retraction of the ramp. Total time of deployment or retraction should be no less than 9 seconds and no more than 15 seconds.	Could the CITY please clarify whether ramp deployment or retraction should be no less than 9 seconds and no more than 15 seconds as described in this section, or if it should be no less than 6 seconds and no more than 12 seconds as described in Section 6.29.4.1.7?	See this Addendum, Section I "Solicitation Modifications", Subsection 50 for specification revisions.
210	155	6.29.4.1.12. - Loading System	All painted exposed areas of ramp shall be of stainless-steel construction or powder coated.	Offeror requests approval to provide the Genuine Ramp (per the above request) which has edges on the deployed ramp which are painted yellow stainless steel, not powder coated.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. This meets the specifications.
211	153	6.29.4.1.2 Loading System	The wheelchair ramp shall have a minimum free clear width of 32 inches, maximum length of 48 inches, and minimum 2-inch vertical rails on each side of the ramp when it is deployed and shall meet all required ADA wheelchair ramp slope ratios.	Request approval for our Lift U model LU18 ramp with free clear width of 30 inches as described in Exhibit O.	Not approved. No changes to specifications are warranted.
212	153	6.29.4.1.2. - Loading System	Current models use the Lift U model ramps and include a 1:6 slope ratio where applicable. Bus manufactures may also propose their own proprietary models with like features for CITY consideration and approval.	Offeror requests approval to provide Offeror's patented self contained, modular flip type ramp that is stored in a stainless steel box mounted into the floor of the bus. The non-skid, 3/16 inch thick aluminum ramp platform has a clear width of 32.25 inches, a length of 47.6 inches and is rated at 660 lbs. with a deployment angle ratio of 1:7 when located at the entrance door. Please note that when located in the rear door location, the deployment angle will be slightly reduced.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.  Please refer to bookmark 6.29.4.1 SIB-580-001 Genuine Wheelchair Ramp.	The City does not require a specific brand of ramp. The City does however have specific component and performance requirements. See Section 6.29.4.1.
213	153	6.29.4.1.4 Loading System	The ramp shall be at least 32-inches wide (leading to a door at least 32-inches wide) to accommodate large personal mobility devices, and there shall be sufficient turning radius inside the bus to accommodate such devices.	Request approval for our Lift U model LU18 ramp with free clear width of 30 inches as described in Exhibit O.	Not approved. No changes to specifications are warranted.
214	154	6.29.4.1.7 Loading System	The ramp assembly components shall be replaceable within 30-minutes by a 3M mechanic.	Request approval for our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.
215	154 155	6.29.4.1.7. 6.29.4.1.10. - Loading System	Deployment or storage of the ramp shall require no less than 6 seconds and no more than 12 seconds.  Total time of deployment or retraction should be no less than 9 seconds and no more than 15 seconds.	Offeror would like to point out that there are two different requirements in the specification for ramp deployment and storage time. Offeror request approval to provide the Genuine Ramp (per the above request) which has a deployment time of 10 seconds and a storage time of 10 seconds for a total cycle time of 20 seconds.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 50 for specification revisions.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
216	154	6.29.4.1.8 Loading System	Wheelchair ramp shall have a minimum clear width of 32 inches, maximum length of 48 inches, and minimum 2-inch vertical rails on each side of the ramp when it is deployed. The width of the ramp shall be maximized to fit the width of the door opening. The ramp-operating controls shall be permanently mounted inside the bus located near the ramp with a permanently affixed etched label indicating the directional function of each switch. A separate ramp enable switch shall be located on the operator's control panel.	Request approval for our Lift U model LU18 ramp with free clear width of 30 inches as described in Exhibit O. Additionally, the ramp controls are located on the operator's dash.	Not approved. No changes to specifications are warranted.  Please note that ramp controls located on the operator's dash would meet the specifications for front-door ramps.
217	155	6.29.4.2.1. - Wheelchair Accommodations	Wheelchair positions shall be a minimum of 34 inches wide by 56 inches deep. However, efforts to provide as much depth/length for each wheelchair position shall be required while maximizing the seating capacity.	Offeror requests approval to provide wheelchair positions with the following floor space depths based on seat layout 831600 that was provided on the CITY's previous SR's 2459, 2461 and 2549: <ul style="list-style-type: none"> <li>• Curbside position: 48.61"</li> <li>• Streetside positions: 53.33"</li> </ul> Please refer to bookmark 6.29.4.2a LD Layout Drawing 831600, page 2.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	See this Addendum, Section I "Solicitation Modifications", Subsection 71 for specification revisions.  The specification is revised so that a wheelchair-position depth no less than 48 inches will meet the minimum expectations, but proposers who provide a wheelchair-position depth equal to or greater than 56 inches will exceed those expectations for scoring purposes.
218	156	6.29.4.2.5. - Wheelchair Accommodations	Each wheelchair position shall contain a push button or palm switch and grab handle installed on the bottom of the seat and a remote release switch for the rear belts.	Offeror requests approval to provide remote release belts on the rear streetside position only, based on seat layout 831600 that was provided on the CITY's previous SR's 2459, 2461 and 2549.  Due to the requirement for 3 wheelchair positions and the required wheelchair clearance, there is insufficient room to provide the barriers required for remote release belts in the other two locations.  Please refer to bookmark 6.29.4.2a LD Layout Drawing 831600, Sheet 2 Zone E-3, for the proposed lower deck seating layout which shows the wheelchair locations and restraints to be proposed.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	See this Addendum, Section I "Solicitation Modifications", Subsection 72 for specification revisions.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
219	79	6.3.1 Special Terms "Design Operating Profile"	Design Operating Profile: The operating profile for design purposes shall consist of simulated transit-type service. The duty cycle consists of four phases to be repeated in sequence: (1) a central business district (CBD) phase of 2 miles, with 7 stops per mile and a top speed of 20 mph; (2) an arterial route phase of 2 miles, with 2 stops per mile and a top speed of 40 mph; (3) a commuter phase of 30 miles, with 1 stop and a maximum speed of 65 mph; and (4) a 5-minute idle phase. See APTA's Standard Procurement Procedures regarding transit bus duty cycle.	<p>Offeror requests clarification of the "Design Operating Profile" as stated in 6.3.1 Special Terms. The Commuter segment described does not conform to the Commuter cycle as described in SAE J1376 (1997) or the modified Commuter cycle previously used by Altoona Bus Research and Testing Center. The modification of the cycle's top speed from 55 mph to 65 mph and the overall distance from 4 miles to 30 miles contradicts the other values that appear to be maintained from SAE J1376 (1997): acceleration distance (5500 ft), acceleration time (90 s), cruise distance (2 miles and 4580 ft), cruise time (188 s), deceleration rate (6.78 fpsps), deceleration distance (480 ft), and deceleration time (12 s).</p> <p>Offeror kindly requests approval of one of the following in place of the "Design Operating Profile" as stated in 6.3.1 Special Terms.</p> <ol style="list-style-type: none"> <li>1. Use the Transit Coach Operating Duty Cycle (ADB Cycle) as described in SAE J1376 (1997)</li> <li>2. Use the modified Transit Coach Operating Duty Cycle (ADB Cycles) as previously used by Altoona Bus Research and Testing Center (top speed of 40 mph)</li> <li>3. Top speed of 55 mph and a cruise distance of 28 miles + 4580 ft (with corresponding cruise time) with all other values unchanged</li> <li>4. Top speed of 65 mph, an acceleration distance of 6527 ft, a cruise distance of 28 miles + 4580 ft (with corresponding cruise time), and a deceleration time of 14 s (with corresponding deceleration distance) with all other values unchanged</li> </ol>	The City is requiring performance that exceed the standards of the APTA test. No changes to the specifications are warranted.
220	157	6.30.1.5 Operator's Area - General	Both the fire extinguisher and reflector kit shall comply with 49 CFR 393.95 and be mounted in a position that is convenient and accessible to the operator and out of the reach of passengers. Mounting locations require approval from the CITY.	Request approval for the fire extinguisher and reflector kit to be located in our driver's storage box mounted on the curb-side front wheel housing as described in Exhibit P.	Approved. This meets the specification.
221	163	6.30.10.1.4 Accelerator Interlock	The braking effort shall be adjustable with hand tools.	Request approval of our design which does not allow for the manual adjustment of braking effort with hand tools. The braking effort is optimized and compliant with FMVSS 121 testing requirements.	Approved. FMVSS 121 optimized brake design is an approved equal.
222	163	6.30.10.2.3 Brake Force	The force to depress the brake pedal shall be measured at the midpoint of the brake pedal. The brake pedal force shall be no less than 10 foot-pounds and no more than 50 foot-pounds.	Request approval to meet the APTA specified 75 pounds at 7 inches above the heel point of the pedal to achieve maximum braking.	See this Addendum, Section I "Solicitation Modifications", Subsection 51 for specification revisions.
223	163	6.30.10.2.3. - Brake Force	The brake pedal force shall be no less than 10 foot-pounds and no more than 50 foot-pounds.	<p>Offeror requests approval to provide a brake pedal force that is no more that 70 foot-pounds which complies with the APTA Standard Industry Bus Procurement Guidelines.</p> <p>This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 51 for specification revisions.
224	164	6.30.10.2.5 Accelerator and Brake Pedal Location and Lateral Angle	The brake pedal shall have a 0-degree lateral angle, and the accelerator shall have a 12-degree lateral angle to coincide with the position of the operator's leg as it moves outward to operate the accelerator pedal.	Request approval for the accelerator to have an 11 degree angle off the centerline of the steering wheel.	See this Addendum, Section I "Solicitation Modifications", Subsection 52 for specification revisions.
225	164	6.30.10.2.5. - Accelerator and Brake Pedal Location and Lateral Angle	The brake pedal shall have a 0-degree lateral angle, and the accelerator shall have a 12-degree lateral angle to coincide with the position of the operator's leg as it moves outward to operate the accelerator pedal.	<p>Offeror requests approval to provide a brake and accelerator pedal layout which has both pedals mounted at lateral angles from 11 to 12 degrees. The pedals are in fact almost parallel to each other.</p> <p>Please refer to bookmark 6.30.10a Pedal Angles marked with the lateral angles.</p> <p>This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and is Offeror's standard layout.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 52 for specification revisions.

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226	164	6.30.12 Instrumentation	Whole section	Offeror wishes to clarify that, due the uniqueness of our electric bus, the list of instruments and alarms provided in this section may or may not apply to our vehicle. We request approval for the details on driver's area controls to be discussed and finalized at the pre-production meeting(s).	Acknowledged. Any instruments applicable to the bus type will be discussed and finalized at the pre-production meeting with the successful Offeror(s)/Contractor(s).
227	165	6.30.12. - Instrumentation	Visual Indicator: <b>Power System Maintenance Warning</b> LED Light Color: Amber Audible Alarm: None Condition: Code indicates maintenance is required	Offeror requests clarification to further understand the intent of the "Power System Maintenance Warning" indicator?  Please note, Offeror provides a "CHECK SYSTEM" indicator which illuminates if a non-critical fault is detected.	Acknowledged. The Power System Maintenance Warning indicator (amber, no buzzer) is a display to warn the operator to check the power system (i.e. check system indicator).
228	165	6.30.12. - Instrumentation	Visual Indicator: <b>Power System Failure Warning</b> LED Light Color: Red Audible Alarm: Buzzer Condition: Code indicates system shut-down due to failure	Offeror requests clarification to further understand the intent of the "Power System Failure Warning" indicator?  Please note, Offeror provides a "STOP SYSTEM" indicator which illuminates if a major fault or unsafe operation condition is detected. This prompts the operator to immediately move the vehicle to a safe area and shut down the system.	Acknowledged. The Power System Failure Warning indicator (red, with buzzer) is a display to warn the operator to stop the bus for immediate maintenance (i.e. stop system indicator).
229	165	6.30.12. - Instrumentation	Visual Indicator: <b>Gen Stop</b> LED Light Color: Red Audible Alarm: None Condition: Generator failure	Offeror requests clarification to further understand the intent of the "Gen Stop" indicator?  Please note, Offeror provides a "No Gen Indicator" indicator (symbolized by a battery) which illuminates when the alternator is not charging.	Acknowledged. The Gen Stop indicator (red, no buzzer) is a display to warn the operator when the alternator or generator, whichever applies, is not functioning (i.e. no gen indicator).
230	166	6.30.12. - Instrumentation	The digital display shall also include air brake reservoir pressure gauge(s) with <b>indicators for primary and secondary air tanks.</b>	Offeror would like to clarify that we provide two separate gauges (for the primary and secondary circuits).  Please note that our air gauges are labelled to clearly identify the air gauge to which they refer. This greatly reduces the chance of misidentification of air pressure readings when looking at multiple pointers.  Please refer to bookmark 6.30.12 - SIB-286-001-X-Touch Screen Dash Display for more information.	Acknowledged. This meets the specifications.
231	164	6.30.12. - Instrumentation The gauges and vehicle	The <b>gauges</b> and vehicle speed should be <b>displayed digitally on a screen</b> located in Area 1 Instrument Panel immediately ahead of the steering wheel.	Offeror requests approval to provide non-digital display gauges for the vehicle speed and air pressure gauges. This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.  Please refer to bookmark 6.30.12 - SIB-286-001-X-Touch Screen Dash Display for more information.	Approved. This electronic (digital) display of gauges (with hands/pointers) meets the specifications.
232	167	6.30.12.1. - Visual and Audible Alarms	Wherever possible, <b>sensors shall be of the closed-circuit type</b> , so that failure of the circuit and/or sensor shall activate the malfunction indicator.	Offeror requests approval to provide closed-circuit type sensors as much as possible except for the following: <ul style="list-style-type: none"> <li>• Low coolant sensor</li> <li>• Low power steering sensor</li> <li>• Front height sensor</li> <li>• Kneel sensor</li> </ul> Please note, these sensors activate the malfunction indicator in an event of a failure in the circuit.	Approved. This meets the specifications, providing the Proposer can demonstrate that closed-circuit sensors are not possible for the bus design.
233	167	6.30.12.1. - Visual and Audible Alarms	Visual Indicator: <b>Alternator Fail (hybrid only)</b> Audible Alarm: None Condition or Malfunction: Loss of alternator output	Offeror requests approval to provide an indicator (symbolized by a battery) which illuminates when the alternator is not charging (for the hybrid diesel-electric XDE40 buses proposed).  Please note that the same indicator is used for electric buses to notify the operator if the High Voltage DC to DC converter is not charging or an over-voltage condition occurs during charging.	Approved. The Alternator Fail indicator is a hybrid-only display to warn the operator when the alternator or generator, whichever applies, is not functioning.

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234	168	6.30.13 - Windshield	No part of the windshield wiper mechanism shall be damaged by manual manipulation of the arms.	Offeror would like to clarify that depending on the type of manual manipulation forced on the wipers, some damage may be incurred. For example, lifting the arms off the glass for cleaning will not cause damage, but forcing the arms side to side may damage the splines on the motor or the wiper itself.	Acknowledged. This meets the specifications.
235	168	6.30.13 - Windshield Wiper	Both wipers shall park along the edges of the windshield glass.	Offeror requests approval to provide wipers which park along the center edge of the windshield glass and not along the outer edges.  This is the same as provided on the CITY's current Xcelsior® buses, will provide fleet commonality, and Offeror's only available option.	Approved. See also this Addendum, Section I "Solicitation Modifications", Subsection 15 for specification revisions.
236	167	6.30.13.	The bus shall be equipped with electronically synchronized variable speed windshield wipers. A variable intermittent feature shall be provided to allow adjustment of dual wiper speed to between approximately 5 to 25 cycles per minutes.	Approval requested for our DOGA brand electronically controlled variable speed windshield wipers that are non-synchronized. The system provides a variable speed windshield wiper per side with a single control, rotary switch on the left-wing panel. This is a critical design element, which cannot be modified	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 15 for specification revisions.
237	168	6.30.14.2.	The windshield washer system shall have a minimum 3-gallon reservoir, located for easy refilling from outside of the bus and protected from freezing	Approval requested to supply a 2.6-gallon windshield washer reservoir. This is the largest windshield washer reservoir that can be accommodated in our low floor design. This is a critical design element, which cannot be modified	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 16 for specification revisions.
238	171	6.30.15.5.11	A Ready Reach shoulder belt extender shall also be provided by seating manufacture.	Offeror, on behalf of RECARO, would to advise the CITY that RECARO does not offer the Ready Reach shoulder belt extender because of the high cost to replace a seat belt. RECARO instead offers their Seat Belt Presenter that allows the seat belt to be run through it or not. This allows for more driver comfort from the 5th to 95th percentile and low cost seat belt replacement.  Offeror request concurrence should the RECARO drivers seat be requested by the CITY, if Offeror is the successful proposer.	Not approved. No changes in specifications are warranted.
239	171	6.30.15.5.11. - Seat Belt Adjustment	A Ready Reach shoulder belt extender shall also be provided by seating manufacture.	On behalf of Recaro, Offeror requests approval to provide the Recaro Seat Belt Presenter in place of the Ready Reach extender. The Seat Belt Presenter helps adjust the placement of the 3-point belt in a similar fashion to the Ready Reach extender, however it also has the flexibility to be used (or not used) without changing the seat configuration unlike the Ready Reach extender.	Not approved. No changes in specifications are warranted.
240	172	6.30.15.7.1 Mirrors Exterior	The bus shall be equipped with two, split-pane exterior rearview mirrors, each with not less than 120 square inches of reflective surface.	Request clarification on whether the reflective surface of the mirrors should be minimum 120 square inches as indicated in this section or 114 square inches (85+29) as implied in section 6.30.15.7.6.	The reflective surface of the split-pane exterior review mirrors together shall be not less than 120 inches reflective surface. This means that an Offeror who proposes flat glass to have the minimum area of 85 square inches must provide convex glass of no less than 35 square inches, or an Offeror who proposes convex glass to have the minimum of 29 square inches must provide flat glass of no less than 91 square inches.
241	172	6.30.15.7.3 Mirrors Exterior	The curbside and street side mirrors shall be adjustable with two (2) 12 or 24-volt remote control switch.	Request approval of our singular mirror control switch which combines the functionality of LH mirror control, RH mirror control, and mirror heat onto a single interface.	Approved. Accepted as an approved equal.
242	173	6.30.15.7.4 Mirrors Exterior	The flat glass shall have a minimum reflective area of 85 square inches and the convex shall have a minimum reflective area of 29 square inches.	Request clarification on whether the reflective surface of the mirrors should be minimum 120 square inches as indicated in section 6.30.15.7.1 or 114 square inches (85+29) as implied in this section.	The reflective surface of the split-pane exterior review mirrors together shall be not less than 120 inches reflective surface. This means that an Offeror who proposes flat glass to have the minimum area of 85 square inches must provide convex glass of no less than 35 square inches, or an Offeror who proposes convex glass to have the minimum of 29 square inches must provide flat glass of no less than 91 square inches.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
243	157	6.30.2.1 Visors	A separate adjustable roller type blind with solid black material sunscreen shall be provided to cover the driver's street side windshield. An additional sunscreen of the same type shall be provided for the operator's side window. The sunscreens shall be capable of being lowered only to the midpoint of the window and shall incorporate an operator's grab handle no less than 3 inches in length. No guide rods shall be required.	Request approval of our front and side roller-type sun shades with options as described in Exhibit Q. Note that our sun shades are capable of lowering to the midpoint but can also go further down the window.	Approved. This meets the specification.
244	158	6.30.3.3	Each rear door shall be controlled separately by the operator.	Offeror requests clarification on this statement. Is this meant for buses with more than one rear door, or is the CITY requesting the each independent door half at the rear exit door be controlled by the operator?  Offeror furthermore clarifies that there is only one rear door on the Offeror 40' Low Floor bus. The rear door opening is fully controlled by the operator, however, both door halves open at the same time.	See this Addendum, Section I "Solicitation Modifications", Subsection 29 for specification revisions (with deletion of Section 6.30.3.3's second sentence).
245	158	6.30.4.2 Operator Safety Barrier	The window shall be electrically operated and must be automotive grade safety glass. Plexiglas will not be accepted. The barrier must allow sufficient airflow to the driver to ensure the HVAC works effectively in the operator's area and include one or more ventilation fans. It must allow the operator to maintain visual contact with the passenger area of the bus.	Request approval of our Arow driver protection system which does not include a ventilation fan or electric window.	Not approved. No changes to specifications are warranted.
246	159	6.30.5.1. - Operator Controls	The operator should not be required to stand or turn his/her body to view or to actuate these controls that include: <ul style="list-style-type: none"> <li>• Engine Start Switch or Button</li> <li>• Four Position Master Run Switch</li> <li>• Transmission Shift Select</li> <li>• Parking Brake</li> <li>• Door</li> <li>• High Beam</li> <li>• Turn Signals</li> <li>• Hazard Lights</li> <li>• Defroster</li> <li>• <b>Kneel Ramp Control</b></li> <li>• Windshield Wiper</li> <li>• Instrument Panel Lighting Intensity</li> </ul>	Offeror requests approval to provide separate controls for kneeling the bus and for activating the ramp. This is the same as provided on the CITY's current Xcelior® and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsections 76 and 77 for specification revisions (with deletion of Kneel Ramp Control).
247	159	6.30.5.3 Master Run Switch	The run switch shall be a four-position rotary switch with the following functions: - OFF: All electrical systems off, except power available for the passenger interior lighting, stoplights, turn lights, hazard lights, radio, silent alarm, horn, farebox, fire detection equipment, engine compartment lights, auxiliary heater, if provided and electronic equipment that require continuous energizing. 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 the purchasing agencies devices, such as, farebox, GPS, radio, 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. - RUN: All electrical systems and engine on, except the headlights, parking lights and marker lights. Daytime running lights (DRL), if provided, shall be on. - NITE/RUN: All electrical systems and engine on.	Request approval of the following exceptions to the run switch operation:  - OFF: We do not provide constant battery connection to stoplights, turn lights, radio, silent alarm, farebox, aux heater and other electronic equipment. We do add customer equipment to a time delay bus that will provide energy when the bus is switched off for 0.5 to 4 hours. After that time power to the equipment is shut off.  - CL/ID: No equipment is shut off	Not approved. No changes to specifications are warranted.

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248	159	6.30.5.3. - Master Run Switch	The run switch shall be a four-position rotary switch with the following functions: <ul style="list-style-type: none"> <li>• OFF: All electrical systems off, except power available for the passenger interior lighting, stoplights, turn lights, hazard lights, radio, silent alarm, horn, farebox, fire detection equipment, engine compartment lights, auxiliary heater, if provided and electronic equipment that require continuous energizing. 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 the purchasing agencies devices, such as, farebox, GPS, radio, etc., shall not exceed 1.5 amps with the master run switch in the OFF position.</li> <li>• CL/ID: All electrical systems off, except those listed in OFF and power to destination signs, interior lights and marker lights.</li> <li>• RUN: All electrical systems and engine on, except the headlights, parking lights and marker lights. Daytime running lights (DRL), if provided, shall be on.</li> <li>• NITE/RUN: All electrical systems and engine on.</li> </ul>	Offeror requests approval to label the Master Run switch with the following: <ul style="list-style-type: none"> <li>• OFF</li> <li>• DAY-RUN</li> <li>• NIGHT-RUN</li> <li>• NIGHT-PARK</li> </ul> Offeror also requests approval to provide the same MRS functionality as previous builds to maintain fleet commonality.  Please refer to bookmark 6.30.5.3 - MRS Functionality for details.	Not approved. No changes to specifications are warranted. These settings will be discussed and finalized at the pre-production meeting with the successful Offeror(s)/Contractor(s).
249	159	6.30.5.3. - Master Run Switch	Electrical loads resulting from the purchasing agencies devices, such as, farebox, GPS, radio, etc., <b>shall not exceed 1.5 amps</b> with the master run switch in the OFF position.	Offeror requests approval to provide a battery power source as well as an ignition signal for the purchasing agency device, whichever is required. However, we cannot necessarily control the amount of current that the CITY's devices draw when the master run switch is off; the amount of current draw at this point would be determined by the devices themselves.  Please note that we provide a battery management system that will disconnect power to these devices due to excessive parasitic loads (without harming the device), to make sure there is enough battery power to start the bus. This is the same as provide on the CITY's current Xcelsior® and will provide fleet commonality.  Please refer to bookmark 6.30.5.3 - SIB 260-002B Battery MAN System_Transtech REG24C-2 for more information.	Approved. This battery management system is an approved equal to the low-amp limitation.
250	160	6.30.6.1 Operator Interior Lights	A three-position toggle switch, labeled "Interior Lights; On (at top), Off, Normal" shall control the lights.	Request approval of our interior lights switch with positions "Dim, Normal, and Bright".	Not approved. No changes to specifications are warranted. These settings will be discussed and finalized at the pre-production meeting with the successful Offeror(s)/Contractor(s).
251	160	6.30.6.5.	The first light on each side (behind the Operator and the front door) is normally turned on only when the front door is opened, in "Night Run" and "Night Park." As soon as the door closes, these lights shall go out. These lights shall be turned on at any time if the toggle switch is in the "On" position.	There are contradicting requirements between section 6.28.4.11.4 (pg.139) and section 6.30.6.5. (pg.160). Please advise which configuration is required so that appropriate pricing can be developed.	See this Addendum, Section I "Solicitation Modifications", Subsections 13 and 28 for specification revisions.
252	160	6.30.6.6 Operator Interior Lights	To help eliminate windshield reflection on suburban roads where street lighting is at a low level, the second light on each side, when "Night Run" or "Night Park" is selected, shall be controlled by the toggle switch; off in "Off" and on in "Normal." (These lights shall be turned on at any time if the toggle switch is in the "On" position.)	Request approval for our interior lighting which functions as follows: The driver can select either dim, off or bright for cabin lighting. When in "day run" mode, all interior lights are selectable by the driver. In "night run" mode, the front most cabin lights on each side (behind the driver and the front door) are turned on only when either door is opened. With both doors closed, the front most cabin lights will be off to minimize light reflection and glare on the windshield. The rear cabin lights will be on in the setting selected by the driver (off, dim or bright). Optionally, all of the lights can be configured to turn on to the dim or bright position when either door is opened. All interior lighting is turned off whenever the transmission selector is in reverse.	Approved, providing the lighting can be configured to meet the specifications.



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253	160	6.30.6.6.	To help eliminate windshield reflection on suburban roads where street lighting is at a low level, the second light on each side, when "Night Run" or "Night Park" is selected, shall be controlled by the toggle switch; off in "Off" and on in "Normal." (These lights shall be turned on at any time if the toggle switch is in the "On" position.)	There are contradicting requirements between section 6.28.4.11.4 (pg.139) and section 6.30.6.6. (pg.160). Please advise which configuration is required so that appropriate pricing can be developed.	See this Addendum, Section I "Solicitation Modifications", Subsections 13, 28, and 82 for specification revisions.
254	161	6.30.7. - Special Controls	These controls should be <b>within easy reach</b> for viewing and actuation by the operator: <ul style="list-style-type: none"> <li>• <b>ABS Diagnostics Test</b></li> <li>• <b>Engine Diagnostic Test</b></li> <li>• Stop Engine Override</li> <li>• Chime</li> <li>• Drivers Fan</li> <li>• Fast Idle</li> <li>• Mirror Heater (Opt.)</li> <li>• Public Address System</li> <li>• Drivers HVAC</li> <li>• Diagnostic Light Panel Test</li> <li>• Fire Suppression</li> <li>• Destination Sign On/Off</li> <li>• Remote Mirror Control</li> <li>• Retarder</li> <li>• Kneel/Ramp Control</li> <li>• <b>Heater Blower Interlock</b></li> </ul>	Offeror requests clarification to understand what is expected for the following: <ul style="list-style-type: none"> <li>• ABS Diagnostics Test</li> <li>• Engine Diagnostic Test</li> <li>• Heater Blower Interlock</li> </ul>	See this Addendum, Section I "Solicitation Modifications", Subsection 77 for specification revisions.
255	161	6.30.7. - Special Controls	These controls should be <b>within easy reach</b> for viewing and actuation by the operator: <ul style="list-style-type: none"> <li>• ABS Diagnostics Test</li> <li>• Engine Diagnostic Test</li> <li>• <b>Stop Engine Override</b></li> <li>• Chime</li> <li>• Drivers Fan</li> <li>• Fast Idle</li> <li>• Mirror Heater (Opt.)</li> <li>• Public Address System</li> <li>• Drivers HVAC</li> <li>• Diagnostic Light Panel Test</li> <li>• Fire Suppression</li> <li>• Destination Sign On/Off</li> <li>• Remote Mirror Control</li> <li>• Retarder</li> <li>• Kneel/Ramp Control</li> <li>• Heater Blower Interlock</li> </ul>	Offeror requests approval to provide electric buses without a system shutdown override switch. Our propulsion system is designed to prevent propulsion faults from causing sudden or uncontrolled shut-down of the drive system.  Even for major faults the propulsion system will always try to delay shutdown until the vehicle is safe (i.e. parked with shifter in neutral).  During this time the driver will receive multiple warnings and/or alarms alerting them to move the bus to a safe location. Overriding a system fault would likely result in component failure and potentially cause a more dangerous condition than the one signaled by the warnings and alarms.  In particular, it is highly inadvisable to push lithium batteries beyond their safe operating conditions even during an emergency, as doing so can lead to a potentially dangerous thermal run-away event.  Please refer to bookmark 6.30.7 XE40 Override Feature for more information.	Approved for BEB and FCEV buses. See this Addendum, Section I "Solicitation Modifications", Subsection 77 for specification revisions.

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256	161	6.30.7. - Special Controls	<p>These controls should be <b>within easy reach</b> for viewing and actuation by the operator:</p> <ul style="list-style-type: none"> <li>• ABS Diagnostics Test</li> <li>• Engine Diagnostic Test</li> <li>• Stop Engine Override</li> <li>• Chime</li> <li>• Drivers Fan</li> <li>• <b>Fast Idle</b></li> <li>• Mirror Heater (Opt.)</li> <li>• Public Address System</li> <li>• Drivers HVAC</li> <li>• Diagnostic Light Panel Test</li> <li>• Fire Suppression</li> <li>• Destination Sign On/Off</li> <li>• Remote Mirror Control</li> <li>• Retarder</li> <li>• Kneel/Ramp Control</li> <li>• Heater Blower Interlock</li> </ul>	<p>Offeror requests approval to provide buses without a fast idle switch for the proposed non-engine driven buses as well as the proposed engine driven builds which incorporate an electric HVAC System, as the fast idle switch is not applicable to these configurations.</p>	<p>Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 77 for specification revisions (with deletion of Fast Idle).</p>
257	161	6.30.7. - Special Controls	<p>6.30.8. Passenger Comfort Controls The following list of Passenger Comfort Controls identifies the bus controls for the interior bus temperature, lighting, air circulation, etc. The settings of these controls are changed infrequently. The operator should be able to see and actuate these controls with minimal effort.</p> <ul style="list-style-type: none"> <li>• Climate Control</li> <li>• Temperature Select</li> <li>• <b>Interior HVAC</b></li> <li>• Blower</li> <li>• Interior Lights</li> <li>• Dome Lights</li> <li>• Aisle Lights</li> </ul>	<p>Offeror requests approval to provide a "Climate Control" switch on the side console and a "Temperature Select" switch through the Thermo King control panel.</p> <p>This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.</p> <p>Please note, we do not provide a separate control for "Interior HVAC" because this functionality is provided using the "Climate Control" switch and the "Temperature Select" switch.</p>	<p>Approved. This meets specifications providing operator can see and actuate these controls with minimal effort.</p>
258	161	6.30.7. - Special Controls	<p>6.30.8. Passenger Comfort Controls The following list of Passenger Comfort Controls identifies the bus controls for the interior bus temperature, lighting, air circulation, etc. The settings of these controls are changed infrequently. The operator should be able to see and actuate these controls with minimal effort.</p> <ul style="list-style-type: none"> <li>• Climate Control</li> <li>• Temperature Select</li> <li>• Interior HVAC</li> <li>• Blower</li> <li>• <b>Interior Lights</b></li> <li>• <b>Dome Lights</b></li> <li>• <b>Aisle Lights</b></li> </ul>	<p>Offeror requests approval to provide "Aisle Lights" switch, which, has the following settings:</p> <ul style="list-style-type: none"> <li>• ON</li> <li>• NORMAL</li> <li>• OFF</li> </ul> <p>This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.</p> <p>Please note that the "Aisle Lights" switch functions the same as the "Interior Lights" and "Dome Lights".</p>	<p>Approved. This aisle-lights switch meets specifications.</p>
259	161	6.30.9.	<p>Area 2: Operational controls and switches, including transmission controls, and lighting switches, located adjacent the left side of the instruments.</p>	<p>Approval requested to provide lighting switches on area 4 in lieu of area 2, this is our standard location.</p>	<p>Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 14 for specification revisions.</p> <p>The specification is revised so that moving the lighting switches from Area 2 to Area 4 will meet the minimum expectations, but proposers who leave those lighting switches in Area 2 will exceed those expectations for scoring purposes.</p>

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260	161	6.30.9.	Area 2: Operational controls and switches, including transmission controls, and lighting switches, located adjacent the left side of the instruments.	Approval requested to provide climate controls in area 2, this is our standard location.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 14 for specification revisions.  The specification is revised so that moving the operator's climate controls from Area 2 to Area 4 will meet the minimum expectations, but proposers who leave the operator's climate controls in Area 2 will exceed those expectations for scoring purposes.
261	174	6.31.1.2 Windshield	The upper portion of the windshield above the operator's field of view shall have a dark, shaded band with a minimum luminous transmittance of 6% when tested in accordance to ASTM D-1003.	Request approval for our windshield design which does not have a shaded band as our overhead panel is fairly low and a shaded band may interfere with mirror visibility. As an alternative, we could apply a tint film with 6% LT when tested in accordance to ASTM D-1003 that sits just below the blackout on the street side of the windshield.	Not approved. No changes to specifications are warranted.
262	174	6.31.2.2 Operator's Side Window	The view through the glazing at the front of the assembly should begin not more than 560 mm (26 inches) above the operator's floor to ensure visibility of an under-mounted convex mirror	Request approval for our operator's side window which allows the view through the glazing at the front of the assembly beginning not more than 27.2 in. above the operator's floor.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 55 for specification revisions.  The specification is revised so that the view through the glazing at the front of the assembly no more than 699 mm/27.5 inches above the operator's floor will meet the minimum expectations, but proposers who provide a view through the glazing at the front of the assembly equal to or less than 660 mm/26 inches above the operator's floor will exceed those expectations for scoring purposes.
263	174	6.31.2.2. - Operator's Side Window	The operator's view, perpendicular through operator's side window glazing, should extend a minimum of 840 mm (33 inches) to the rear of the Heel Point on the accelerator, and in any case must accommodate a 95th-percentile male operator.	Offeror requests approval to provide an operator's view of 30" to 33" depending on the placement of the pedal, the type of window and from where the measurement is taken.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 55 for specification revisions.  The specification is revised so that the operator's view perpendicular through the operator's side-window glazing no less than 762 mm/30 inches to the rear of the Heel Point on the accelerator will meet the minimum expectations, but proposers who provide an operator's view perpendicular through the operator's side-window glazing equal to or greater than 838 mm/33 inches to the rear of the Heel Point on the accelerator will exceed those expectations for scoring purposes.
264	174	6.31.2.3 Operator's Side Window	The operator's side window glazing material shall have laminated safety glass conforming to the requirements of ANSI Z26.1 Test Grouping 2 and the Recommended Practices defined in SAE J673.	Request approval for our Arow Global Storm-Tite operator's side window with tempered instead of laminated safety glass.	Not approved. No changes to specifications are warranted.
265	175	6.31.2.4 Operator's Side Window	Side window shall be tinted to have a light transmittance of +/- 70% allowable by Arizona and federal regulations. The finished glazing materials must include the following Glazing Performance Specifications:  Infrared Transmission                      no more than 10% UV Light Transmission                      less than 1%	Request that the requirements for Infrared and UV light transmission be waived for the operator's side window as we cannot implement a configuration that would meet these requirements without breaking FMVSS compliance.	Not approved. No changes to specifications are warranted.
266	175	6.31.3.1. - Side Windows Configuration	All side windows shall be fixed in position, except as necessary to meet the emergency escape requirements.	Offeror requests clarification of the configuration of the passenger window glazing required as the spec no longer identifies the configuration.  Are full fixed picture windows required? Note that this particular spec reference (6.31.3.1) applies to the Emergency Egress configuration as defined by the APTA Bus Procurement Guidelines and not the configuration of the window glazing.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 73 for specification revisions.
267	175	6.31.3.3 Side Windows Configuration	The windows shall be designed and constructed to enable a 3M mechanic to remove and replace a window in less than 4 minutes. Preferred windows shall be Arow Global Storm-Tite.	Request approval for our flush, Arow Global Storm-Tite windows with standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.

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268	175	6.31.4.1 Materials	Side windows glazing material shall have laminated safety glass. The material shall conform to the requirements of ANSI Z26.1 Test Grouping 2 and the Recommended Practices defined in SAE J673.	Request approval for tempered glass instead of laminated as this is necessary for us to meet Infrared and UV requirements.	Not approved. No changes to specifications are warranted.
269	175	6.31.4.2 Materials	All glazing material that is aft of the standee line shall be equipped with 6 mil laminated polyester film. This material shall be easily installed and removed without the use of specialized tools. Polyester film shall adhere to the window and be resistant to peeling, curling and discoloration by ultraviolet rays. The film shall withstand normal cleaning operations. Metalized films that interfere with electronic signals will not be accepted.	Request approval for our Arow Storm-Tite windows with 13% LT 5mm tempered glass and a VS-12 single layer film. This glass meets the Infrared requirements and with the VS-12 single layer film also meets the UV requirements.	Not approved. No changes to specifications are warranted.
270	175	6.31.4.2. - Side Windows - Materials	All glazing material that is aft of the standee line shall be equipped with 6 mil laminated polyester film.	Offeror requests approval to provide Vandal Shield VS-12 single layer film on all windows aft of the standee line.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Approved. This is accepted as an approved equal.
271	175	6.31.4.3 Materials	Windows on the bus sides and in the rear door shall be tinted a neutral color, complementary to the bus exterior. The tint color will be provided during the pre-build process with the paint details. The tint used shall provide the maximum available reduction in solar energy transmittance. The finished glazing materials must include the following Glazing Performance Specifications:  Infrared Transmission no more than 10% UV Light Transmission less than 1%	Request approval for our Arow Storm-Tite windows with 13% LT 5mm tempered glass and a VS-12 single layer film. This glass meets the Infrared requirements and with the VS-12 single layer film also meets the UV requirements.	Not approved. No changes to specifications are warranted.
272	175	6.31.4.3. - Side Windows Configuration	Windows on the bus sides and in the rear door shall be tinted a neutral color, complementary to the bus exterior. The tint color will be provided during the pre-build process with the paint details. The tint used shall provide the maximum available reduction in solar energy transmittance. The finished glazing materials must include the following Glazing Performance Specifications: Infrared Transmission . . . . . no more than 10% UV Light Transmission . . . . . less than 1%	Offeror requests approval to provide passenger windows with the following glazing characteristics: • 6 mm Laminated Grey glazing • Rapid replacement • Luminous Transmission - 11% • Solar energy transmission - 13% • UV light transmission - 10%  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	See this Addendum, Section I "Solicitation Modifications", Subsection 74 for specification revisions.  The specification is revised so that a UV light transmission of no more than 10% will meet the minimum expectations, but proposers who provide a UV light transmission less than 1% will exceed those expectations for scoring purposes.  Please note that this specification also has a requirement that infrared transmission be no more than 10%.
273	176-177	6.32.	HEATING VENTILATION AND AIR CONDITIONING	Approval requested for Thermo King T18 HVAC system for Battery Electric buses with 92,500 BTU/hr. Please see attached data sheets.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.  The specification is revised so that a cooling capacity of no less than 92,500 Btu will meet the minimum expectations, but proposers who provide a cooling capacity equal to or greater than 120,000 Btu will exceed those expectations for scoring purposes.
274	176-177	6.32.	HEATING VENTILATION AND AIR CONDITIONING	Approval requested for Thermo King T14EH HVAC system for Fuel Cell buses with 76,000 Btu/Hr. Please see attached data sheets.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.  The specification is revised so that a cooling capacity of no less than 76,000 Btu will meet the minimum expectations, but proposers who provide a cooling capacity equal to or greater than 120,000 Btu will exceed those expectations for scoring purposes.

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275	176	6.32.1.1		There is no decision from the EPA for use of refrigerant R134a for heavy duty or transit bus application. R134a is a lower pressure refrigerant which is better suited for hotter environments due to much lower operating pressures, more efficient due to lower pressure (less energy required to circulate ) and less leak potential vs R407c. EPA has banned the use of R134a on new light duty vehicles. Heavy duty and light duty vehicles utilizing R134a can be switched to YF1234 with a refrigerant flush and ports.	Although the EPA currently finds R134a acceptable, it is in the process of phasing this product out and shortages in supply of this product are already apparent. See <a href="https://www.epa.gov/snap/substitutes-mvac-passenger-air-conditioning-light-duty-medium-duty-heavy-duty-and-road#ref1">epa.gov/snap/substitutes-mvac-passenger-air-conditioning-light-duty-medium-duty-heavy-duty-and-road#ref1</a> . The City will not accept the R134a product for passenger-area cooling, but will accept R134a for battery cooling. The City expects the successful Offeror(s)/Contractor(s) to propose innovations for phasing R134a out of its buses before the EPA's 2026 deadline.  See also this Addendum, Section I "Solicitation Modifications", Subsection 39 for specification revisions.
276	176	6.32.1.1		YF1234 is a drop in refrigerant to R134a with similar properties and performance	The City has extensive experience with R134a, and has found that R134a performs poorly in the Phoenix environment. The City will not accept the similar YF1234 product.
277	176	6.32.1.1		R407c is comprised of a blend of 3 refrigerants including 54% R134a, when the EPA finally bans the use of R134a for heavy duty vehicles, both refrigerants will be phased out for new vehicles. There is currently no drop-in replacement refrigerant for R407c.	R407c has proven to perform better in the Phoenix environment. It is the City's position that R407c is the acceptable product to cool the passenger area.  Please note this Addendum, Section I, "Solicitation Modifications", Subsection 39 for specification revisions on battery cooling.
278	176	6.32.1.1 Capacity and Performance	HVAC systems utilizing refrigerant 407-C with screw type compressor shall have a minimum cooling capacity of 120,000 Btu. Preference will be given to providing the HVAC system with the highest cooling capacity and overall performance available for the application.	Request approval of our HVAC system with cooling capacity of 102,000 BTU. Additional information is provided in Exhibit R.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.  The specification is revised so that a cooling capacity of no less than 92,500 Btu will meet the minimum expectations, but proposers who provide a cooling capacity equal to or greater than 120,000 Btu will exceed those expectations for scoring purposes.
279	176	6.32.1.1.	HVAC systems utilizing refrigerant 407-C with screw type compressor	Approval requested for hermetic type compressor for HVAC system. The electric HVAC systems being proposed do not have a screw type compressor available.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.
280	176	6.32.1.1. - HEATING VENTILATION AND AIR CONDITIONING - Capacity and Performance	HVAC systems utilizing refrigerant 407-C with screw type compressor shall have a minimum cooling capacity of 120,000 Btu. Preference will be given to providing the HVAC system with the highest cooling capacity and overall performance available for the application.	Offeror requests that the reference to "screw compressor" be removed from the specification as all propulsion types required under this procurement will have all electric HVAC systems which have scroll type, not screw, compressors.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.
281	176	6.32.1.1. - HEATING VENTILATION AND AIR CONDITIONING - Capacity and Performance	HVAC systems utilizing refrigerant 407-C with screw type compressor shall have a minimum cooling capacity of 120,000 Btu. Preference will be given to providing the HVAC system with the highest cooling capacity and overall performance available for the application.	Offeror requests that the specific cooling capacity of 120,000 BTU/HR be removed from the specification. All three propulsion types we are proposing will have different electric HVAC systems, none of which can achieve this cooling capacity. Offeror is fully committed to working with Thermo King in an effort to maximize cooling capacity and design systems to accommodate the higher temperatures and system pressures experienced in Phoenix's environment. However, there is no known HVAC system that can, or will be able to, achieve a cooling capacity of 120,000 BTU/HR on a 40' bus.	See this Addendum, Section I "Solicitation Modifications", Subsection 17 for specification revisions.  The specification is revised so that a cooling capacity of no less than 92,500 Btu will meet the minimum expectations, but proposers who provide a cooling capacity equal to or greater than 120,000 Btu will exceed those expectations for scoring purposes.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
282	176	6.32.1.5 Capacity and Performance	For each pilot bus on the first order of the Contract, and as needed with proposed innovations, a HVAC APTA Test Section 9 pull down test must be conducted with the following Phoenix modifications: the HVAC system must be capable of reducing the passenger compartment temperature as defined in the listed APTA test procedure from 125° to 75°F ± 3°F using 407c refrigerant in less than 30-minutes after start-up of A/C system. During the cool-down period the refrigerant pressure must not exceed safe high-side pressures. The stabilization test shall be recorded as a continuation of the air conditioning pull-down test. Phoenix and bus manufacturer personnel must be present and observe and approve all procedures during the time that the pilot bus is present at the test facility. The results of this modified testing must be reported to CITY with delivery of each pilot bus on first order of the Contract, and as needed with proposed innovations.	Request approval to meet APTA default requirements for HVAC pull-down specification where passenger compartment temperature shall be reduced from 115°F to 95°F in less than 20 minutes. Please see the attached "white paper" from Thermo King, included as Exhibit S which provides additional information regarding the applicability of the Houston Pull Down or other similar requirements for all-electric buses.	Providing the APTA standard pulldown requirement in lieu of the Phoenix pulldown requirement is not approved. No changes to the specifications are warranted. See Section 7.3, Tab 1c, item 12 and Attachment C. Please note that inability to meet the Phoenix pulldown test will affect scoring, but will not result in disqualification.
283	176	6.32.1.5.	For each pilot bus on the first order of the Contract, and as needed with proposed innovations, a HVAC APTA Test Section 9 pull down test must be conducted with the following Phoenix modifications: the HVAC system must be capable of reducing the passenger compartment temperature as defined in the listed APTA test procedure from 125° to 75°F ± 3°F using 407c refrigerant in less than 30-minutes after start-up of A/C system.	The current generation electrified HVAC systems are not capable of meeting the Phoenix pulldown requirements. Approval requested to provide a HVAC system that will meet the APTA standard pulldown requirement.	Providing the APTA standard pulldown requirement in lieu of the Phoenix pulldown requirement is not approved. No changes to the specifications are warranted. See Section 7.3, Tab 1c, item 12 and Attachment C. Please note that inability to meet the Phoenix pulldown test will affect scoring, but will not result in disqualification.
284	176	6.32.1.5. - HEATING VENTILATION AND AIR CONDITIONING - Capacity and Performance	For each pilot bus on the first order of the Contract, and as needed with proposed innovations, a HVAC APTA Test Section 9 pull down test must be conducted with the following Phoenix modifications: the HVAC system must be capable of reducing the passenger compartment temperature as defined in the listed APTA test procedure from 125° to 75°F ± 3°F using 407c refrigerant in less than 30-minutes after start-up of A/C system. During the cool-down period the refrigerant pressure must not exceed safe high-side pressures. The stabilization test shall be recorded as a continuation of the air	For all three propulsion systems under this procurement, Offeror requests approval to provide an all electric HVAC system which can achieve a pull-down of 110° to 70°F ± 3°F in 30 minutes after start-up of A/C system using 407C refrigerant.  A variant of this pull down has been previously approved by the City of Phoenix and requires major upgrades to the interior designs and HVAC systems to increase capacity in order to provide the performance required in the hotter ambient climate in the Phoenix area. Note that the capacity of any auxiliary condenser is limited by space constraints for all three propulsions.  Electric HVAC systems have a reduced capacity when compared to conventional systems running at their highest respective performance conditions. The benefit to electric, however, is found in the system efficiency and that the unit will run at peak performance 100% of the time it is active.	Providing a different pulldown requirement in lieu of the Phoenix pulldown requirement is not approved. No changes to the specifications are warranted. See Section 7.3, Tab 1c, item 12 and Attachment C. Please note that inability to meet the Phoenix pulldown test will affect scoring, but will not result in disqualification.
285	176	6.32.2.1 Controls and Temperature Uniformity	The HVAC system excluding the operator's heater/defroster shall be centrally controlled with an advanced electronic/diagnostic control system with provisions for extracting/reading data. An additional HVAC digital pressure display shall also be provided for maintenance technicians access behind the return air panel.	Request approval for our design in which there is an additional HVAC pressure gauge to measure and maintain the coolant flow pressure but not the return air pressure.	Not approved. No changes to specifications is warranted.
286	177	6.32.5. - Controls for the Climate Control System (CCS)	6.32.5.1. The heat/defrost system fan shall be controlled by a separate switch that has an "Off" position and at least two positions for speed control. All switches and controls shall preclude the possibility of clothing becoming entangled and shields shall be provided, if required. If the fans are approved by the CITY, <b>an "On-Off" switch shall be located to the right of or near the main Defroster switch.</b>	Offeror requests approval to provide a rotary switch for the defroster which includes the following settings: <ul style="list-style-type: none"> <li>• OFF</li> <li>• LOW</li> <li>• MED</li> <li>• HIGH</li> </ul> Please note that we do not provide a separate "On-Off" switch for the defroster because it is already included in the rotary switch.  Please refer to bookmark 6.32.5 - Defroster Rotary Switch for more information.	Approved. This meets the specifications.

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287	178	6.32.6.1 Operator's Compartment Requirements	The heater and defroster system shall provide heating for the operator and heated air to completely defrost and defog the windshield, operator's side window, and the front door glasses in all operating conditions.	Request approval for the defroster to provide heated air to the front "quarter window", which is located forward of the front door. The front door glass is not heated.	Not approved. No changes to specifications are warranted.
288	178	6.32.6.2	Adjustable ball vents shall be provided at the left of the operator's position to allow direction of air onto the side windows. Additional ball vents shall be located on the vertical front dash panel adjacent to the front door to allow direction of air onto the door windows and/or entrance area.	Offeror requests approval to provide our standard fixed vents that are tested and approved for use as defrosters for the windshield and front door glass. The vents for the windshield are an integral part of the dash. The vent for the front door area is provided through a fixed vent angled toward the front door area.  This is inherent to the Offeror Low Floor bus design and is consistent with Offeror buses the CITY currently operates.	Not approved. See this Addendum, Section I "Solicitation Modifications", Subsection 18 for specification revisions.  The specification is revised so that an adjustable rectangular vent will meet the minimum expectations, but proposers who provide an adjustable ball vent will exceed those expectations for scoring purposes.
289	178	6.32.6.2.	Adjustable ball vents shall be provided at the left of the operator's position to allow direction of air onto the side windows.	Approval requested for the use of fixed, slit style dash mounted vents in lieu of ball vents. Our dash is not designed to accommodate ball vents.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 18 for specification revisions.  The specification is revised so that an adjustable rectangular vent will meet the minimum expectations, but proposers who provide an adjustable ball vent will exceed those expectations for scoring purposes.
290	178	6.32.6.3 Operator's Compartment Requirements	A ventilation system shall be provided to ensure operator comfort and shall be capable of providing fresh air in both the foot and head areas. Vents shall be controllable by the operator from the normal driving position. Decals shall be provided indicating "operating instructions" and "open" and "closed" positions as well. When closed, vents shall be sealed to prevent the migration of water or air into the bus.	Request approval for our standard design which provides fresh air through the HVAC system or driver's window rather than an open vent in the driver's area.	Not approved. No changes to specifications are warranted.
291	178	6.32.6.3. - HEATING VENTILATION AND AIR CONDITIONING - Operator's Compartment Requirements	A ventilation system shall be provided to ensure operator comfort and shall be capable of providing fresh air in both the foot and head areas.	Offeror requests approval to provide fresh air to the driver via the lower driver's vent (foot area) or from the driver's window, as no upper driver's vent is available on the Xcelsior® bus as our front mask precludes the installation of an upper mounted RAM fresh air vent. Air ducts for the HVAC system are available in the driver's area which provides filtered air from the HVAC system.  This is the same as provided on the CITY's current Xcelsior® buses and will provide fleet commonality.	Not approved. No changes to specifications are warranted.
292	179	6.32.8.	Manually controlled shutoff valves in the refrigerant lines shall allow isolation of the compressor and dehydrator filter for service	Clarification provided that the HVAC systems being provided do have shutoff valves on the filter dryer but do not on the compressor as it is a hermetic compressor with Solder connections.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 26 for specification revisions (with deletion of Section 6.32.8.1's first and last sentences).
293	179	6.32.8.1. - HEATING VENTILATION AND AIR CONDITIONING - Maintainability	The condenser shall be roof mounted.	Offeror would like to clarify that for both the electric and fuel cell propulsion buses, the HVAC condenser is built into the main unit which is mounted at the rear of the bus below the roof. However, any additional auxiliary condensers provided would be roof mounted.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 26 for specification revisions (with deletion of Section 6.32.8.1's first and last sentences).
294	179	6.33.1.2 Destination Signs	Signs shall be installed to allow replacement by a 3M mechanic within 30 minutes	Request approval for our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.
295	180	6.33.2 - Passenger Information and Advertising Interior Displays	In addition, an on-board bus book information station shall be installed on top of the curb side front interior wheel well, manufactured by Transit Information Products # OBIC WW Tempe-6P.	Offeror would like to advise that the Transit Information Products OBIC WW Tempe-6P is no longer available and requests approval to supply or manufacture a similar on-board information station.	Approved. This is accepted as an approved equal, providing it has a similar size and configuration.  Please note that installation of the on-board bus book information station within the general vicinity of the curb-side front interior wheel well will be accepted as an approved equal. The final location of the information station within this general vicinity may be determined by the City at the pre-production meeting.

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296	180	6.33.2 Passenger Information and Advertising Interior Displays	Provisions shall be made on the rear of the operator's barrier for a monitor (a minimum 17 inches). This monitor shall be connected to the onboard Apollo video system and will show the bus interior and entrance views on a rotational pattern. The views to be rotated on this passenger awareness monitor shall be approved by the CITY. In addition, an on-board bus book information station shall be installed on top of the curb side front interior wheel well, manufactured by Transit Information Products # OBIC WW Tempe-6P. The media shall be illuminated by the interior light system.	Request final location of the displays to be determined at pre-production meeting(s).	Installation of the on-board bus book information station within the general vicinity of the curb-side front interior wheel well will be accepted as an approved equal. The final location of the information station within this general vicinity may be determined by the City at the pre-production meeting.
297	181	6.33.2.1. - Passenger Stop Request/Exit Signal	A heavy duty "Stop Requested" signal button shall be installed on modesty panel stanchion immediately forward of rear door and clearly identified as "Passenger Signal."	Offeror requests approval to provide exit door pushbuttons which are identified with the word "STOP". This is the same as provided on the CITY's current Xcelsior® buses, and will provide fleet commonality.  Please refer to bookmark 6.33.2 - Exit Door Pushbuttons for more details.	Approved. This meets the specifications.
298	181	6.33.2.1.1	An auxiliary passenger "Stop Requested" signal shall be installed at the rear door to provide passengers standing in the rear door/exit area a convenient means of activating the signal system. The signal shall be a heavy-duty push-button type. A heavy duty "Stop Requested" signal button shall be installed on modesty panel stanchion immediately forward of rear door and clearly identified as "Passenger Signal."	Offeror requests approval to provide to install a stop requested button that shows "STOP" forward of the rear door on the vertical stanchion.  Please see attached.	Approved. This meets the specifications.
299	181	6.34.1.1. - Fire Suppression	The fire suppression system shall be an Amerex or approved equal.	Offeror requests approval to provide a Kidde Fire Suppression system which meets all requirements of the specification for fire suppression and hydrogen detection.  Please refer to the attached presentation on Kidde Fire Suppression, bookmark 6.34.1 - Kidde Presentation for more information	Approved. This is accepted as an approved equal.
300	181	6.34.1.2	The fire suppression system must communicate maintenance and performance data through the J1939 diagnostic port. All network communications shall be compatible with the on-board telematics systems.	Offeror, on behalf of Fogmaker, would advise the CITY that Fogmaker does not provide J1939 connectivity and can only provide a ground signal for fire detection and engine shutdown.  Offeror requests concurrence.	Not concurred. If Fogmaker cannot provide J1939 connectivity, then it is not accepted as an approved equal.
301	182	6.35.1. - General	Data Communications Systems are divided into <b>three levels</b> to reflect the use of multiple data networks.	Offeror would like to clarify that the data communication we provide is similar but not exactly the same as to the RFP specifications. The data communication system (of electric buses) consists of several different J1939 networks, including, among others: 1) The Propulsion network, which, will contain most propulsion system components (roughly corresponding to the "Propulsion System level" requirement 2) The Primary network, which, will connect the multiplexing modules, and 3) The Secondary network, which, will contain devices that do not interact directly with the propulsion system, such as the HVAC and Battery Thermal Management system.	Not approved. No changes to specifications are warranted. Compatibility with subsuppliers' data systems is the responsibility of the successful Offeror(s)/Contractor(s) .
302	183	6.35.2 Modular Design	Design of the electrical, electronic and data communication systems shall be modular so that each major component, apparatus panel, or wiring bundle is easily separable with standard hand tools or by means of connectors. Each module, except the main body wiring harness, shall be removable and replaceable in less than 30 minutes by a 3M mechanic. Power plant wiring shall be an independent wiring module. Replacement of the engine compartment wiring module(s) shall not require pulling wires through any bulkhead or removing any terminals from the wires.	Request approval of our multicore cable which runs from the drivetrain to the power steering motor at the front of the vehicle. It passes through 2 bulkheads and is part of a drivetrain harness. Maintaining a constant shield is important to protect other systems from Electro-Magnetic Interference. Also, reducing the number of terminations improves the reliability of the circuit.	This is accepted as an approved equal, providing that it meets all maintenance requirements within this specification.
303	184	6.36.2.1 Mounting Requirements	All electrical/electronic hardware shall be accessible and replaced by a 3M mechanic in 30 minutes.	Request approval of our standard repair times as described in Exhibit C.	Not approved. No changes to specifications are warranted.



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304	184	6.37.1. - Batteries Main Power Supply	6.37.1.1. The battery terminal ends and <b>cables shall be color-coded</b> with red for the primary positive, black for negative, and another color for any intermediate voltage cables.	Offeror requests approval to color-code the cable ends (with colored heat-shrink) as opposed to providing a full-colored cable. Please note that the cables are labelled with wire-code to avoid incorrect installation. We also provide an electrical diagram attached on the battery compartment door as a reference for cable reinstallation.  This is the same provided on the CITY's current Xcelsior® and will provide fleet commonality.	Approved. This meets the specifications, providing that any cables for intermediate voltage are colored.
305	184	6.37.1. - Batteries Main Power Supply	Except as interrupted by the master battery switch, battery and <b>starter wiring</b> shall be continuous cables with connections secured by bolted terminals; and shall conform to specification requirements of SAE Standard J1127 –Type SGT or SGX and SAE Recommended Practice J541.	Offeror requests approval to provide hybrid and electric buses without an engine starter, as the engine starter is not applicable to the proposed propulsions.	Approved. This is accepted as an approved equal.
306	184	6.37.1. - Batteries Main Power Supply	6.37.1.2. Jump-start connector shall be provided in the <b>engine compartment</b> equipped with dust cap and adequately protected from moisture, dirt and debris.	Offeror requests approval to provide a jumpstart connector located in the battery compartment. Please note that the battery compartment is located near the propulsion compartment fuse box (behind the rear curbside wheel), and it is wired directly to the batteries (not via disconnect switch).  Please refer to attachment 6.37.1 - Battery Compartment Location for more information.	Approved. This is accepted as an approved equal.
307	185	6.37.2. - Master Battery Switch	The switch shall be constructed of <b>metal and painted red</b> for high visibility.	Offeror requests approval to provide a master disconnect switch which is red in color and made of hard plastic. This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.  Please refer to bookmark 6.37.2 - Master Disconnect Switch for more information.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 78 for specification revisions.
308	185	6.37.3	The alternator shall be rated and capable of maintaining sufficient charge for all systems on board. The alternator and voltage regulators shall be suitable for extreme high temperature operating conditions as to be used in the desert southwest region. The Niehoff C800 series alternator with heavy duty regulator shall be installed. The amperage rating required shall be a minimum 525 and cradle mounted.	Offeror, on behalf of BAE, would to advise the CITY that The BAE Systems HybriDrive® System includes a Modular Accessory Power System (MAPS) that provides 28Vdc power for charging the SLI batteries and powering low voltage accessories. The MAPS is rated for either 400A or 600A depending on number of DC modules included.  Offeror request concurrence for the 40' Low Floor BAE hybrid option.	Concurred. This is accepted as an approved equal in lieu of or in addition to alternators for the buses.  See also this Addendum, Section I "Solicitation Modifications", Subsection 75 for specification revisions.
309	185	6.37.3.1. - Power Generation and Distribution	The alternator shall be rated and capable of maintaining sufficient charge for all systems on board. The alternator and voltage regulators shall be suitable for extreme high temperature operating conditions as to be used in the desert southwest region. The Niehoff C800 series alternator with heavy duty regulator shall be installed. The amperage rating required shall be a minimum 525 and cradle mounted.	Offeror requests that the requirement for a Niehoff C800 alternator be removed from the specification. Engine driven cradle mounted alternators are now only available on diesel non-hybrid and CNG platforms.  For the hybrid system propulsion buses, Offeror requests approval to provide the BAE Systems HybriDrive® System which includes a Modular Accessory Power System (MAPS) that provides 28Vdc power for charging the SLI batteries and powering low voltage accessories. The MAPS is rated for either 400A or 600A depending on number of DC modules included.	This is accepted as an approved equal in lieu of or in addition to alternators for the buses.  See also this Addendum, Section I "Solicitation Modifications", Subsection 75 for specification revisions.
310	186	6.37.4. - Circuit Protection	Fuses shall be used <b>only where it can be demonstrated</b> that circuit breakers are not practicable.	Offeror would like to clarify that we use high current fuses for circuits with current requirements of 80 amps or higher. These would be the main power distribution circuits that originate in the fuse box and distribute power throughout the coach.  Fuses are used for these circuits to emphasize a severe problem in the circuit that requires immediate action and it cannot be delayed by simply resetting with a circuit breaker. This configuration is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.	Acknowledged. This meets specifications, providing that the Proposer can demonstrate that circuit-breakers are not practicable.

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311	186	6.37.4.2	Circuit breakers or fuses shall be sized to a minimum of 15% larger than the total circuit load current.	Offeror, on behalf of EMP, would to advise the CITY that EMP 11" fans utilize a 30 amp fuse for 27.5 max amp load. 50,000+ in the field, some over 10 years, in transit buses show this to be acceptable practice.  This is inherent to the EMP cooling system design.	Acknowledged. See this Addendum, Section I "Solicitation Modifications", Subsection 30 for specification revisions.
312	186	6.37.4.2. - Circuit Protection	Circuit breakers or fuses shall be sized to a minimum of 15% larger than the total circuit load current.	On behalf of EMP, Offeror requests approval to provide the EMP MH5 radiator which has 11" fan with fuses that are 10 percent larger than the total circuit load.  EMP has provided over 50,000 fans on cooling systems on transit buses and consider this to be an acceptable level of circuit protection.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 30 for specification revisions.
313	187	6.37.6. - Wiring and Terminals	Wiring harnesses shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present in the harness.	Offeror requests approval to provide harnesses which are separated based on their functionality as opposed to their voltages. Each wire color provided will identify the Voltage it carries, such as red wire for 24V and blue wire for 12V.  Doing this will eliminate the creation of unnecessary addition of harnesses that stress the wire duct and possibly affect air flow.  Please note that our harnesses are wire-coded every 3 inches throughout the whole length. We also provide labels on both ends of the connector.  This approach is the same as provided on the CITY's current Xcelsior®, and all Offeror buses.	Not approved. No changes to specifications are warranted.
314	188	6.37.6. - Wiring and Terminals	All supply-side terminations excluding harnesses supplied as part of a subsystem installed on the bus shall end in a socket, not a pin.	Offeror requests approval to provide terminal connections with pins instead of sockets for some of its connection points on the supply side.  Our wiring standard is to have the components supplied with tower (plugs) using sockets, with the NFIL harness providing the mating connector (receptacles with pins).  This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.	Not approved. No changes to specifications are warranted.
315	188	6.37.6. - Wiring and Terminals	Adjacent connectors excluding harnesses supplied as part of a subsystem installed on the bus shall either use opposing pin genders, different insert orientations, or different connectors to prevent incorrect connections.	Offeror requests approval to provide appropriate mating connectors that meet the manufacturer's specifications. Please note, we provide label identifiers with unique descriptions to minimize incorrect connections. Our Quality Assurance team also verifies these connections for accuracy.	Not approved. No changes to specifications are warranted.
316	187	6.37.6.2	Wiring shall be grouped, numbered, and color-coded.	Offeror, on behalf of EMP, would to advise the CITY that the EMP cooling system harnesses use color striped wires with no numbers.  Offeror requests concurrence.	Concurred. See this Addendum, Section I "Solicitation Modifications", Subsection 31 for specification revisions.
317	187	6.37.6.5	All wiring harnesses over five feet long and containing at least five wires shall include 10% (minimum one [1]) excess wires for spares.	Offeror, on behalf of EMP, would to advise the CITY that EMP harnesses do not include excess wires for spares, but the harness is easily serviced as a complete unit.  GLLIG requests concurrence.	Concurred. See this Addendum, Section I "Solicitation Modifications", Subsection 32 for specification revisions.
318	188	6.37.6.8	Adjacent connectors shall either use opposing pin genders, different insert orientations, or different connectors to prevent incorrect connections.	Offeror, on behalf of EMP, would to advise the CITY that EMP utilizes the same connectors for adjacent connections, however each connector is labeled to prevent incorrect connections  Offeror requests concurrence.	Concurred. See this Addendum, Section I "Solicitation Modifications", Subsection 33 for specification revisions.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
319	188	6.37.7.2	All electric motors shall be either heavy-duty brushless type where practical, or have a constant duty rating of no less than 40,000 hours (except cranking motors).	Offeror, on behalf of EMP, would to advise the CITY that EMP brushless pumps and fans have been tested to 25,000 hours in maximum temperature environment without failure. The L10 life of EMP brushless fans is expected to be a minimum of 40,000 hours. Product life varies based upon working conditions. EMP water pumps utilize industry standard integrated bearing assemblies and seals.  Offeror requests concurrence.	Concurred. See this Addendum, Section I "Solicitation Modifications", Subsection 34 for specification revisions.  The specification is revised so that a constant duty rating of no less than 25,000 hours will meet the minimum expectations, but proposers who provide a constant duty rating equal to or greater than 40,000 hours will exceed those expectations for scoring purposes.
320	188	6.37.7.2	All electric motors shall be either heavy-duty brushless type where practical, or have a constant duty rating of no less than 40,000 hours (except cranking motors).	Offeror, on behalf of BAE, would to advise the CITY that The BAE Systems ACTM does include an oil pump, which utilizes an ECDC motor with a dynamic seal. While the pump is not rated for 40,000 hours, field data suggest it will exceed the mid-life operational period meaning only one replacement would be required in the vehicle service life, which we believe meets the intent of the 40,000-hour requirement.  Offeror request concurrence for the 40' Low Floor BAE hybrid option.	Concurred. See this Addendum, Section I "Solicitation Modifications", Subsection 34 for specification revisions.  The specification is revised so that a constant duty rating of no less than 25,000 hours will meet the minimum expectations, but proposers who provide a constant duty rating equal to or greater than 40,000 hours will exceed those expectations for scoring purposes.
321	188	6.37.7.2	All electric motors shall be easily accessible for servicing.	Offeror, on behalf of EMP, would to advise the CITY that EMP fans and pumps have integrated DC brushless electric motors and are easily serviced as a complete unit.  This is inherent to the EMP cooling system design.	Acknowledged. This meets the specifications.
322	188	6.37.7.2 - Electrical Components	All electric motors shall be either heavy-duty brushless type where practical or have a constant duty rating of no less than 40,000 hours (except cranking motors). All electric motors shall be easily accessible for servicing.	On behalf of BAE, Offeror submits the following request for approval (applicable to the hybrid propulsion buses): The BAE Systems ACTM does include an oil pump, which utilizes an ECDC motor with a dynamic seal. While the pump is not rated for 40,000 hours, field data suggest it will exceed the mid-life operational period meaning only one replacement would be required in the vehicle service life, which we believe meets the intent of the 40,000-hour requirement.	See this Addendum, Section I "Solicitation Modifications", Subsection 34 for specification revisions.  The specification is revised so that a constant duty rating of no less than 25,000 hours will meet the minimum expectations, but proposers who provide a constant duty rating equal to or greater than 40,000 hours will exceed those expectations for scoring purposes.
323	188	6.37.7.2 - Electrical Components	All electric motors shall be either heavy-duty brushless type where practical or have a constant duty rating of no less than 40,000 hours (except cranking motors). All electric motors shall be easily accessible for servicing.	On behalf of EMP, Offeror submits the following request for approval (applicable to the hybrid propulsion buses): EMP brushless fans have been tested to 25,000 hours in maximum temperature environment without failure. The L10 life of EMP brushless fans is expected to be a minimum of 40,000 hours however product life varies based upon working conditions.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 34 for specification revisions.  The specification is revised so that a constant duty rating of no less than 25,000 hours will meet the minimum expectations, but proposers who provide a constant duty rating equal to or greater than 40,000 hours will exceed those expectations for scoring purposes.
324	188	6.37.7.2 - Electrical Components	All electric motors shall be easily accessible for servicing.	On behalf of EMP, Offeror requests approval to provide EMP fans that have integrated DC brushless electric motors and are easily serviced as a complete unit (applicable to the hybrid propulsion buses). This assembly is standard on EMP products.	Approved. This meets the specifications.
325	188	6.37.8. - Electrical Compartments	A <b>rear start and run control box</b> shall be mounted in an accessible location in the <b>engine compartment</b> .	Offeror requests approval to provide electric buses without a "rear start and run control box," as neither electric bus proposed has an engine to control.  Please note that the distributed nature of the propulsion batteries are such that gauge checks or other primary diagnostics from the rear engine compartment will be performed inside the vehicle from the rear panel with a suitably equipped laptop.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 79 for specification revisions.

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326	190	6.38.7. - Multiplexing General	6.38.7.3. Ten percent (10%) of the total number of inputs and outputs (or at least one each) at each zone location shall be designated as spares. <b>Zone locations</b> are: (1) behind the rear bulkhead; (2) forward of the bulkhead above the window line; and (3) forward of the bulkhead below the window line.	Offeror requests approval to provide a bus with multiplex modules in the following locations: <ul style="list-style-type: none"> <li>• Side Console</li> <li>• Rear Panel</li> <li>• Exit Door Baseplate</li> </ul> <p>This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.</p>	Approved. This meets the specifications, providing the side console is forward of the bulkhead above the window line.
327	193	6.39.2.4.3	An optional Mock-Up Board can be used for diagnostics, design verification, and training.	Offeror requests clarification if the CITY is requesting a mock-up board for the I/O system be priced as an optional item or included with the base bus configuration for each model bus being proposed.	The mock-up board is an option to be priced under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
328	193	6.39.2.4.3.	An optional Mock-Up Board can be used for diagnostics, design verification, and training	Clarification requested whether the multiplex system mock up board is to be provided as an option or as part of the base bus price. Your answer will allow for appropriate pricing to be developed.	The mock-up board is an option to be priced under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
329	193	6.39.2.4.4	A Mock-Up Board, where key components of the multiplexing system are replicated on a functional model, shall be provided as a tool for diagnostic, design verification, and training purposes.	Offeror requests clarification if the CITY is requesting a mock-up board for the I/O system be included with the base bus configuration for each model bus proposed or priced as an optional item.	The mock-up boards, if different for bus configurations, are options to be priced for each configuration under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
330	193	6.39.2.5. - Programmability (Software)	6.39.2.5.2. Provisions for programming the multiplex system shall be possible through a PC/laptop. The multiplex system shall have proper revision control to ensure that the hardware and software is identical on each vehicle equipped with the system. Revision control shall be provided by all of the following: hardware component identification where labels are included on all multiplex hardware to identify components; <b>hardware series identification where all multiplex hardware displays the current hardware serial number</b> and <b>firmware revision</b> employed by the module; and software revision identification where all copies of the software in service displays the most recent revision number; and a method of determining which version of the software is currently in use in the multiplex system.	Offeror requests approval to proper revision control as follows: <ul style="list-style-type: none"> <li>• All multiplexing modules are of the model VMM1615 and display "VMM1615" on them.</li> <li>• The part number and revision of the multiplexing system program (that is currently downloaded into a vehicle) can be viewed via the multiplexing system's laptop software.</li> </ul> <p>However, please note that the multiplexing modules do not display firmware labels or serial numbers.</p> <p>This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.</p>	Approved. This meets the specifications. Please note the module itself does not have a display on it, so it has to be displayed on a PC/laptop through software.
331	194	6.39.3 Information Level Component Integration General	All wiring related to information level components shall be routed in a separate conduit or distinct color split loom for identification. Information Level components can function independently of each other or can be integrated with other components through a communications network to achieve greater functionality.	Request approval for our standard electrical design in which the wiring is not separated by information level. Wiring is generally routed together regardless of data type. Additionally, we generally use black split loom for all harnesses.	Not approved. No changes to specifications are warranted.
332	205	6.39.5.14. - Digital Video Recorder (DVR)	6.39.5.14.9. Contractor shall <b>provide and install a locked and vandal-resistant securement system in the headliner for video camera housings</b> and <b>a small access plate when the housings are removed</b> . The securement system shall be designed to have only one securement point visible.	Offeror requests approval to provide tamper-resistant dome-style cameras from Apollo. This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.  Please note that the camera housings are different in design and therefore do not need a locked and vandal-resistant securement system as well as a small access plate. The securement system described in the RFP specifications is an obsolete technology and no longer available through Offeror authorized suppliers.	Approved. This is accepted as an approved equal.
333	205	6.39.5.14.6	• PoE IP based cameras (4) 360 Degree cameras	Offeror requests approval to provide three (3) 360 degree cameras to monitor the interior of the bus and one (1) IP interior mounted camera to view through the front windshield. Three (3) exterior mounted cameras will provide exterior views of the bus.  This is consistent with Offeror buses the CITY current has in operation.  Please see attached.	Approved. This is accepted as an approved equal.

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334		6.39.5.2 - Network Cabling	The cabling shall be <b>as required</b> by the specifications of the selected VAN protocol. All cabling shall meet the requirements of <b>SAE J2496</b> . Pre-wiring the vehicle with data communications cabling will minimize the cost of installing the cabling and additional Information level components after vehicle delivery. The cable type shall be a standard terminal strip inside the electronics box.	Offeror requests approval to provide buses without J2496 cabling because J2496 cabling is an obsolete style of cable provisions that are no longer provided by Offeror.  Please note that the main Clever Devices harness' J1708 network cabling enables communication between various devices (scrolling signs, destination signs, farebox, etc.). This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 83 for specification revisions.
335	197	6.39.5.2 Network Cabling	The cabling shall be as required by the specifications of the selected VAN protocol. All cabling shall meet the requirements of SAE J2496. Pre-wiring the vehicle with data communications cabling will minimize the cost of installing the cabling and additional Information level components after vehicle delivery. The cable type shall be a standard terminal strip inside the electronics box.	Request approval for our standard electrical design in which data types and signals are provided via an electrical connector and are not broken out on a terminal strip.	Not approved. No changes to specifications are warranted.
336	197	6.39.5.3 Electronics (Radio) Box	All Information Level equipment, including the radio and video surveillance system shall be installed in an electronics box located atop the front street side wheel well. The electronics box shall be installed as agreed upon between the CITY and Contractor. This location shall provide at minimum: <input checked="" type="checkbox"/> securable sliding mounting rack(s) that can accommodate a minimum of three (3) components with component dimensions of 17 inches x 24 inches x 6 inches <input checked="" type="checkbox"/> supplied and filtered "clean" power as required to all components <input checked="" type="checkbox"/> positive ventilation and exhaust to cool components <input checked="" type="checkbox"/> Two power strips, 1 mounted in the lower third and 1 mounted in the upper third of the box <input checked="" type="checkbox"/> VAN network connection (if pre-wired) <input checked="" type="checkbox"/> keyed access to all components with a separate key for access to the video surveillance system (key numbers to be given at the pre-production meeting)	Request approval for our ITS storage box which is located on the street side wheel housing. Please note that our storage box does not accommodate sliding mounting racks, however it is designed to provide full functionality and sufficient access to customer ITS equipment as shown in Exhibit T.	This is accepted as an approved equal, providing that it meets all maintenance requirements within this specification.
337	197	6.39.5.3.	Two power strips, 1 mounted in the lower third and 1 mounted in the upper third of the box	Approval requested for two powerstrips mounted on the second shelf of the electronics cabinet.	Not approved. No changes to the specifications are warranted.
338	197	6.39.5.3 - Electronics (Radio) Box	The electronics box shall be installed as agreed upon between the CITY and Contractor. This location shall provide at minimum: <ul style="list-style-type: none"> <li>• securable sliding mounting rack(s) that can accommodate a minimum of three (3) components with component dimensions of 17 inches x 24 inches x 6 inches</li> <li>• supplied and filtered "clean" power as required to all components</li> <li>• positive ventilation and exhaust to cool components</li> <li>• <b>Two power strips, 1 mounted in the lower third and 1 mounted in the upper third of the box</b></li> <li>• VAN network connection (if pre-wired)</li> <li>• keyed access to all components with a separate key for access to the video surveillance system (key numbers to be given at the pre-production meeting)</li> </ul>	Offeror requests approval to provide a secure diagnostics station (SDS) panel that has two terminal strips mounted right next to each other. This design makes it easier for troubleshooting purposes as well as wire management. Please note that the SDS panel covers nearly the entire height of the SDS rack.  This is the same as provided on the CITY's current Xcelsior® and will provide fleet commonality.	Not approved. No changes to specifications are warranted.

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339	198	6.39.5.5 Radio	<p>The location of the radio components shall conform to SAE Recommended Practice J287 "Driver Hand Control Reach." The OEM shall install GPS and Radio Antenna reinforcing plates in the roof sections as required. These plates shall be at least 3 feet apart and shall be located such that:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> cable distance to electronics box is less than 25 feet</li> <li><input checked="" type="checkbox"/> the underside of the reinforcement plate area is accessible for service of the antenna connector</li> <li><input checked="" type="checkbox"/> a cover plate for accessibility is provided for each antenna installed on the vehicle and at any future additional antenna location</li> <li><input checked="" type="checkbox"/> the location of the reinforcement plate for the antennas is not more than 10 degrees from horizontal</li> <li><input checked="" type="checkbox"/> antenna mounting shall conform to the electromagnetic suppression requirements of SAE J551. A roof mounted radio antenna requires a ground plane to prevent electronic noise being generated inside the vehicle. A metal roof can serve as a sufficient ground plane; however, a fiberglass roof requires either a metallic surface, or an antenna with a virtual ground plane. To test and repair antenna connections, quick access shall be provided inside the vehicle at the point where the antenna is mounted to the roof and where the antenna cable attaches to the antenna. The antenna cable shall be LMR 240 type. The Human Machine Interface shall be provided by the TCH.</li> </ul>	<p>Request approval for our own methodology for attaching antennas and routing of antenna leads. Antennas are hat brackets which are attached to the roof and then the antenna wires are passed through Roxtec units. Additionally, rather than using conduit, we have wire ways in the bus where cables can be added. Please see Exhibit U for additional information.</p>	<p>Not approved. No changes to specifications are warranted.</p>
340	200	6.39.5.8.2	<p>A green light shall be mounted above the rear door, approximately on center of the rear door actuator compartment access panel, to indicate when the rear doors have been unlocked.</p>	<p>Offeror requests approval to remove the requirement for a green door unlocked indicator light above the rear door. The CITY has changed the requirements for the door to be full driver controlled doors and have also removed the passenger button to open the rear door. Having the driver activate the rear door open command will open the rear doors and does not require a passenger to be alerted the door is unlocked, since it opens with the driver's door controller.</p>	<p>Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 35 for specification revisions (with deletion of Section 6.39.5.8.2's second sentence).</p>
341	206	6.40. - RESPONSIBILITIES FOR SYSTEMS INTEGRATION AND TESTING	<p>Upon award of the contract, <b>the Contractor shall provide to the CITY, preferably in PDF format, a representation of the multiplex logic program.</b> The CITY will return to the Contractor any required markups or corrections to the multiplex logic not later than 90 days prior to the start of production.</p>	<p>Offeror requests approval to provide a representation of the multiplex logic program in PDF format upon delivery of the first vehicle.</p> <p>Please note that we cannot provide this document upon award of the contract, because development of that logic will not yet have taken place.</p>	<p>Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 80 for specification revisions.</p>
342	208	6.41	<p>The Contractor shall provide an educational program for the CITY's Quality Assurance Engineers and its contracted Training Instructors, Supervisory Staff, and Maintenance and Operation Personnel of a quality and depth sufficient to permit satisfactory use and servicing of the equipment. The price for the training program as described herein shall be included in the cost of the buses with additional training hours listed on the Operation and Maintenance Training in Microsoft Excel Tab 2 of the Price Schedule (Attachment A).</p>	<p>Offeror requests approval to provide all training and training material priced separately from the base bus price. This will ensure proper costing regardless of the number of buses in the base order, and each subsequent delivery.</p>	<p>Not approved. No changes to specifications are warranted.</p>

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343	208	6.41 - EDUCATION REQUIREMENTS	Whole section	Offeror requests approval that all training be priced separately from the bus price. This will ensure proper costing regardless of the number of buses in the base order, and each subsequent delivery.	Not approved for "all training". No changes to specifications are required. Basic Level Operation and Maintenance Training is to be provided at no additional cost as required in the specifications and Microsoft Excel Tab 2 Training of the Price Schedule (Attachment A), for a total number of Basic Level Operation and Maintenance Training hours through the contract period equal to or greater than 252. See this Addendum, Section I "Solicitation Modifications", Subsection 56 for specification revisions. Proposers must use the forms in Attachment A.  Advanced Level Operation and Maintenance Training will be priced separately from the bus price in Attachment A.
344	208	6.41 - EDUCATION REQUIREMENTS	Whole section	Offeror requests approval to provide a training proposal showing pricing and number of hours for individual courses. This will provide the Procuring Agency the flexibility to select which courses and in what quantities are required based on their operation.	This meets the specifications for Advanced Level Operation and Maintenance Training. Advanced Level Operation and Maintenance Training will be priced separately from the bus price in Microsoft Excel Tab 2 Training, of the Price Schedule (Attachment A), for a total number of Advanced Level Operation and Maintenance Training through the contract period equal to or greater than 208. See this Addendum, Section I "Solicitation Modifications", Subsection 56 for specification revisions. Proposers must use the forms in Attachment A.  Please note Basic Level Operation and Maintenance Training is to be provided at no additional cost as required in the specifications and Attachment A.
345	212	6.41.3.5	Training aids will also include an I/O multiplexing control system training board, hydraulic systems training board and front and rear door mock-up training board with controllers.	Offeror requests clarification how many mock-up boards are required under this RFP.  Is the CITY requesting a mock-up board for the I/O system be included as part of the training modules, in the base bus configuration for each model bus proposed, or only priced as an optional item?	The mock-up boards, if different for bus configurations, are options to be priced for each configuration under Microsoft Excel, Tab 3 Optional Components of the Price Schedule (Attachment A).
346	212	6.41.3.5 - Training Aids	Training aids will also include an I/O multiplexing control system training board, hydraulic systems training board and front and rear door mock-up training board with controllers.	Offeror requests approval that all training aids be priced separately from the bus price. This will ensure proper costing regardless of the number of buses in the base order, and each subsequent delivery.	The mock-up boards, if different for bus configurations, are options to be priced for each configuration under Microsoft Excel Tab 3 Optional Components of the Price Schedule (Attachment A).
347	213-216	6.42	Draft preventative maintenance manuals (CITY approval/review period of 90 days from date of receipt) due with pilot bus.  Draft diagnostic procedures manuals (CITY approval/review period of 90 days from date of receipt) due with pilot bus.  Draft parts manuals. (CITY approval/review period of 90 days from date of receipt) due with the pilot bus.  Draft operators' manuals (CITY approval/review period of 90 days from date of receipt) due with pilot bus.	Offeror requests approval to provide sample manuals with the bid and the final manuals no later than three weeks after the delivery of the first bus.  As the manuals are custom-made to match to individual customer specifications, the additional time will allow complete incorporation of the CITY's specifications and any changes that may be required during the production and inspection process.	Approved. Sample manuals will meet the specification requirements for draft manuals to be submitted with the offer. See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions.

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348	213-216	6.42	Format for manuals. Hardcopy and electronic media	<p>Offeror requests approval to supply all manuals in digital format. The primary delivery system would be a link that would allow the CITY to download all manuals in PDF format. The secondary delivery system, if requested by the CITY, would be digital format contained on USB drives. Providing electronic media and digital delivery methods allows for less environmental impact, reduces cost, and decreases manual delivery to the CITY.</p> <p>Offeror would like to advise the CITY that the digital manuals are not copy right or protected. The CITY can print specific pages, or entire manuals at its discretion.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions. Please note that all documents submitted to the City in electronic format must be sent on a USB drive for security reasons.
349	213-216	6.42	<p>Final preventive maintenance manuals 90 days after CITY written approval.</p> <p>Final diagnostic procedures manuals 90 days after CITY written approval.</p>	<p>Offeror would to advise the CITY that separate manuals are not provide for preventative maintenance and diagnostics procedures. Basic preventative maintenance information for the buses is contained within our standard bus service manual. Basic diagnostic information for the buses can be achieved through the use of the I/O multiplexing system and provided software. OEM preventative maintenance and diagnostic procedure information for the engine, transmission, and HVAC are only included in the corresponding OEM published manuals which Offeror will supply to the CITY.</p> <p>Furthermore Offeror requests that the term "written approval" be considered to be given at the acceptance of the pilot bus.</p>	<p>Acknowledged, combined manuals are acceptable to meet the specifications.</p> <p>Please note that written approval for the manuals is not given at the acceptance of the pilot bus. That approval comes separately.</p>
350	213-216	6.42	In-process drawings	<p>Offeror would like to note that there are hundreds of drawings used by our production team during the assembly of the bus, many of which may not be useful to the City and some of which contain propriety information. As such, Offeror requests approval to work with the CITY's onsite inspectors to provide in-process drawings as requested, where possible. Additionally, Offeror provides a parts manual and maintenance manual with exploded views which have proved most satisfactory at hundreds of transit agencies across the country.</p>	<p>Offerors need only submit the drawing necessary to establish that the specifications are met. The City reserves the right to request other drawings and documents as needed from the prevailing Offeror(s)/Contractor(s). Any drawings containing confidential information should be marked confidential pursuant to Section 1.20.</p>
351	214	6.42 Contract Deliverables	#11 Performance Bond - Review - Immediately after contract award	<p>Does this mean that a performance bond is not required unless an award is provided?</p>	<p>The prevailing Offeror(s)/Contractor(s) must provide a performance surety (bond, cashier's check, certified check, money order, or certificate of deposit) in the amount of \$2,500,000 immediately upon receiving notice of contract award. The City's receipt of this performance surety is one of the conditions before work may commence. See Sections 3.8.2 and 6.42.</p>
352	215	6.42. CONTRACT DELIVERABLES, 17. Final preventative maintenance, diagnostic, repair and parts manuals	Within 30 days after final bus delivery(ies)	<p>Offeror requests approval not to provide a separate Bus Preventive Maintenance or Diagnostic manual. Preventive Maintenance, Diagnostic and repair information for the bus is included within the Offeror Bus Service Manual. Detailed Preventive Maintenance for the Electric Drive System and HVAC systems are included in each OEM component supplier maintenance manuals which Offeror purchases and supplies to the customer.</p> <p>This is the same as provided on the CITY's previous Xcelsior® buses</p>	<p>This is accepted as an approved equal, providing that four electronic copies of the bus service manual are delivered within 30 days after final bus delivery(ies).</p>



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353	215	6.42. CONTRACT DELIVERABLES, 18. Draft parts manuals.	Within 15 days after delivery of the Pilot bus	<p>To reduce number of Draft copies, Offeror requests approval to supply only 1 (one) hard copy and 1 (one) USB copy of all Draft Bus Manuals with First Bus Delivery. Full manual quantities as specified will be supplied for the Final Bus Parts Manuals.</p> <p>Further, Offeror requests approval that draft manuals will only be supplied for the first build of each bus style identified in this contract. Subsequent builds are assumed to be similar and will only receive final manuals.</p> <p>This is the same as provided on the CITY's previous Xcelsior® buses</p>	<p>See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions. Please note that all documents submitted to the City in electronic format must be sent on a USB drive for security reasons.</p> <p>Confirmed that draft manuals will only be supplied for the first pilot of each bus type.</p>
354	215	6.42. CONTRACT DELIVERABLES, 19. List of OEM component repair manuals	Within 15 days after delivery of the Pilot bus	Offeror requests approval to provide a list of OEM component repair manuals as part of the final contract deliverables proposal.	Approved. This meets the specifications.
355	215	6.42. CONTRACT DELIVERABLES, 20. Draft operators' manuals	Within 15 days after delivery of the Pilot bus	<p>To reduce number of Draft copies, Offeror requests approval to supply only 1 (one) hard copy and 1 (one) USB copy of all Draft Bus Manuals with First Bus Delivery. Full manual quantities as specified will be supplied for the Final Bus Parts Manuals.</p> <p>Further, Offeror requests approval that draft manuals will only be supplied for the first build of each bus style identified in this contract. Subsequent builds are assumed to be similar and will only receive final manuals.</p>	See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions. Please note that all documents submitted to the City in electronic format must be sent on a USB drive for security reasons.
356	215	6.42. CONTRACT DELIVERABLES, 21. Final operators' manuals	30 days following CITY approval of draft manual	In order to ensure the correct and most up-to-date information is provided, Offeror requests approval to deliver Final Manuals thirty (30) days after final bus delivery.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions.
357	215	6.42. CONTRACT DELIVERABLES, 25. Electrical and air schematics	30 days prior to production	In order to ensure the correct and most up-to-date information is provided, Offeror requests approval to deliver Final Manuals 30 days after final bus delivery.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 36 for specification revisions.
358	86	6.6.1	Turning Radius - See diagram below: 275 inches maximum +/- 5% (inside TR4)	<p>Offeror requests approval to provide minimum turning radius (TR4) of 25' (feet) or 300" (inches).</p> <p>Please see attached.</p> <p>This is inherent to the Offeror 40' Low Floor Plus BEB design.</p>	<p>Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 3 for specification revisions.</p> <p>The specification is revised so that a maximum TR4 turning radius of 326 inches will meet the minimum expectations, but proposers who provide a TR4 turning radius of 275 inches +/- 5% will exceed those expectations for scoring purposes.</p>
359	86	6.6.1	Clear Door Opening (excluding grip rails) – see diagram below: Front: 32 inches minimum	<p>Offeror requests approval to provide a front door clear door opening (excluding grip rails) width of 34.50".</p> <p>This is inherent to the Offeror 40' Low Floor Bus design.</p>	<p>Approved. This meets the specifications. See also this Addendum, Section I "Solicitation Modifications", Subsection 12 for specification revisions.</p> <p>The specification is revised so that a front-door width no less than 32 inches will meet the minimum expectations, but proposers who provide a front-door width equal to or greater than 33 inches will exceed those expectations for scoring purposes.</p>

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360	86	6.6.1	Body Length: 40 feet, +/- 4 inches	Approval requested for a Battery Electric bus with overall length over body of 40' 6.5"; and 41' 4.5" over bumpers.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 3 for specification revisions.  The specification is revised so that the maximum length of 41 feet, 5 inches will meet the minimum expectations, but proposers who provide a length of 40 feet +/- 4 inches will exceed those expectations for scoring purposes.
361	86	6.6.1	Body Length: 40 feet, +/- 4 inches	Approval requested for a Fuel Cell bus with overall length over body of 40' 6.5"; and 41' 5" over bumpers.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 3 for specification revisions.  The specification is revised so that a maximum length of 41 feet, 5 inches will meet the minimum expectations, but proposers who provide a length of 40 feet +/- 4 inches will exceed those expectations for scoring purposes.
362	86	6.6.1	Turning Radius - 275 inches maximum +/- 5% (inside TR4)	Approval requested for a turning radius of 27' 2" (inside TR4).	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 3 for specification revisions.  The specification is revised so that a maximum TR4 turning radius of 326 inches will meet the minimum expectations, but proposers who provide a TR4 turning radius of 275 inches +/- 5% will exceed those expectations for scoring purposes.
363	86	6.6.1 Dimensions, Physical Size of Transit Bus	Body Length: 40 feet, +/- 4 inches	Offeror requests approval for our body length of 41ft, 5 inches.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 3 for specification revisions.  The specification is revised so that the maximum length of 41 feet, 5 inches will meet the minimum expectations, but proposers who provide a length of 40 feet +/- 4 inches will exceed those expectations for scoring purposes.
364	87	6.6.2.2	For ramp clearances, approach angle shall be no less than 8.5 degrees. Break over angle shall be no less than 8 degrees. Departure angle shall be no less than 9 degrees.	Offeror requests approval to provide an approach angle of no less than 8.3 degrees.  Please see attached.  This is inherent to the Offeror 40' Low Floor Plus BEB design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 4 for specification revisions.  The specification is revised so that an approach angle no less than 8.3 degrees will meet the minimum expectations, but proposers who provide an approach angle equal to or greater than 8.5 degrees will exceed those expectations for scoring purposes.
365	87	6.6.2.2	For ramp clearances, approach angle shall be no less than 8.5 degrees. Break over angle shall be no less than 8 degrees. Departure angle shall be no less than 9 degrees.	Offeror requests approval to provide a departure angel of no less than 8.8 degrees.  Please see attached.  This is inherent to the Offeror 40' Low Floor Hybrid design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 4 for specification revisions.  The specification is revised so that a departure angle no less than 8.7 degrees will meet the minimum expectations, but proposers who provide a departure angle equal to or greater than 9 degrees will exceed those expectations for scoring purposes.
366	87	6.6.2.2	Departure angle shall be no less than 9 degrees.	Approval requested for a departure angle of 8.7 degrees.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 4 for specification revisions.  The specification is revised so that a departure angle no less than 8.7 degrees will meet the minimum expectations, but proposers who provide a departure angle equal to or greater than 9 degrees will exceed those expectations for scoring purposes.

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367	87	6.6.2.2 Underbody Clearance	For ramp clearances, approach angle shall be no less than 8.5 degrees. Break over angle shall be no less than 8 degrees. Departure angle shall be no less than 9 degrees.	Request approval for breakover angle of 7.8 degrees when driving. Our bus has a raise feature that can be activated while driving that increases the breakover angle up to 8.9 degrees.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 4 for specification revisions.  The specification is revised so that a breakover angle no less than 7.8 degrees will meet the minimum expectations, but proposers who provide a breakover angle equal to or greater than 8 degrees will exceed those expectations for scoring purposes.
368	87	6.6.2.6	Ground clearance shall be no less than 10 inches, except within the axle zone and wheel area.	Offeror requests approval to provide a ground clearance no less than 9.2" (inches), except within the axle zone and wheel area.  Please see attached.  This is inherent to the Offeror 40' Low Floor Plus BEB design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 19 for specification revisions.  The specification is revised so that a ground clearance no less than 9 inches will meet the minimum expectations, but proposers who provide a ground clearance equal to or greater than 10 inches will exceed those expectations for scoring purposes.
369	87	6.6.2.6 Underbody Clearance	Ground clearance shall be no less than 10 inches, except within the axle zone and wheel area.	Would the CITY approve ground clearance no less than 9 inches?	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 19 for specification revisions.  The specification is revised so that a ground clearance no less than 9 inches will meet the minimum expectations, but proposers who provide a ground clearance equal to or greater than 10 inches will exceed those expectations for scoring purposes.
370	88	6.6.2.8 Underbody 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.	Request approval for wheel area clearance no less than 7.85" for parts fixed to the bus body.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 37 for specification revisions.  The specification is revised so that a wheel area clearance for parts fixed to the bus body of no less than 7.8 inches will meet the minimum expectations, but proposers who provide a wheel area clearance for parts fixed to the bus body equal to or greater than 8 inches will exceed those expectations for scoring purposes.
371	88	6.6.3	Height of the floor above the street shall be no more than 15.5 inches measured at the centerline of the front and rear doorways of a 40-foot bus.	Offeror requests approval to provide the height of the floor above the street at the front door of no more than 15.8" (inches) and 15.6" at the rear door.  Please see attached.  This is inherent to the Offeror 40' Low Floor Plus BEB design.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 20 for specification revisions.  The specification is revised so that height of the floor above the street at the front and rear doorways no more than 15.8 inches will meet the minimum expectations, but proposers who provide a height of the floor above the street at the front and rear doorways equal to or less than 15.5 inches will exceed those expectations for scoring purposes.
372	88	6.6.3	Headroom at the centerline of the aisle and 24 inches to either side of the centerline shall be no less than 76 inches in the forward half of the bus, tapering to no less than 72 inches forward of the rear settee.	Offeror request approval to provide headroom at the centerline of the aisle and 18" (inches) to either side of the centerline no less than 95.1" (inches) in the forward half of the bus, tapering no less than 73.3" (inches) forward of the settee.  Please see attached.  This is inherent to the Offeror 40' Low Floor Bus design.	Approved. This meets the specifications.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
373	88	6.6.3 Floor Height	Height of the floor above the street shall be no more than 15.5 inches measured at the centerline of the front and rear doorways of a 40-foot bus. The floor may be inclined along the longitudinal axis of the bus, and the incline shall be less than 3.5 degrees off the horizontal, except locally at the doors where 2-degree slope toward the door is allowed. All floor measurements shall be with the bus at the design running height, on a level surface and with standard 315/80R22.5 tires.	Request approval for the step height to not exceed 15.7" at the front doorway and 17.1" at the rear doorway when the doors are open to passenger ingress (un-knelt). With kneeling, these values are decreased to 13" at the front doorway and 14.4" at the rear doorway.  One of the major benefits of the Offeror ZX5 is the placement of the battery packs under the floor and between the axles.  Having the batteries located in this position allows for a lower center of gravity for better handling and increased safety; no HV batteries located in the passenger compartment; and batteries mounted lower than the side impact height for automobiles.	Approved height for front doorway, but not approved height for rear doorway. See this Addendum, Section I "Solicitation Modifications", Subsection 20 for specification revisions.  The specification is revised so that height of the floor above the street at the front and rear doorways no more than 15.8 inches will meet the minimum expectations, but proposers who provide a height of the floor above the street at the front and rear doorways equal to or less than 15.5 inches will exceed those expectations for scoring purposes.
374	88	6.6.4 Interior Headroom	Headroom at the centerline of the aisle and 24 inches to either side of the centerline shall be no less than 76 inches in the forward half of the bus, tapering to no less than 72 inches forward of the rear settee.	Offeror requests approval for the headroom at the rear deck to be no less than 70 inches and at the centerline of the window seats, headroom shall be no lower than 65 inches.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 5 for specification revisions.  The specification is revised so that a headroom tapering forward of the rear settee no less than 65 inches will meet the minimum expectations, but proposers who provide a headroom tapering equal to or greater than 72 inches will exceed those expectations for scoring purposes.
375	88	6.6.4.	Headroom at the centerline of the aisle and 24 inches to either side of the centerline shall be no less than 76 inches in the forward half of the bus, tapering to no less than 72 inches forward of the rear settee	Approval requested for headroom tapering to 69.5 inches forward of the rear settee.	Accepted. See this Addendum, Section I "Solicitation Modifications", Subsection 5 for specification revisions.  The specification is revised so that a headroom tapering forward of the rear settee no less than 65 inches will meet the minimum expectations, but proposers who provide a headroom tapering equal to or greater than 72 inches will exceed those expectations for scoring purposes.
376	89	6.7.1	The bus shall be designed to operate in transit service for at least 12 years or 500,000 miles. It shall be capable of operating at least 42,000 miles per year, including the twelfth year.	Offeror, on behalf of BAE, would to advise the CITY that the BAE Systems HybriDrive® MTS gearbox and 3G-32K ESS require mid-life rebuilds as part of service.  Offeror request concurrence for the 40' Low Floor BAE hybrid option.	Acknowledged, with concurrence.
377	89	6.7.2.2 - Maintenance and Inspection	Requirements for special tools shall be minimal. Scheduled maintenance tasks should be able to be completed using standard mechanics tools. In the event a requirement to use special tools is unavoidable, the Contractor shall provide three of the special tools per bus build at no charge to the City. Additional requirements for Maintenance and Inspection Equipment (as described below) are also provided in these specifications.	Offeror requests approval for this language be removed from the specification. Offeror does not stock tools. Tools should be purchased from the recommended tool list based on the Transit Agency's operations. This will ensure proper costing regardless of the number of buses in the base order, and each subsequent delivery.	Not approved. No changes to specifications are warranted.
378	90	6.7.5.2. - Interchangeability	Any one component or unit used in the construction of these buses shall be an exact duplicate in design, manufacture, and assembly for each bus in each Order group.	Offeror would like to clarify that our objective is to provide duplicates in design for coaches manufactured within a specific production run, however running changes during production may prevent exact duplicates. Running changes include vendor/part changes or changes due to Supply Chain issues etc...	Acknowledged.
379	90-91	6.8	The bus shall achieve normal operation in ambient temperature ranges of 10°F to 130°F, at relative humidity between 5% and 100%, and for altitudes up to 3,000 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below 10°F and above 130°F, and for altitudes above 3,000 feet. Special procedures may be employed to start the bus after being exposed for more than 4 hours to temperatures less than 30°F without the engine in operation.	Offeror, on behalf of BAE, requests approval to provide the BAE Systems High Voltage Energy Storage (HVES) and System Control Unit (SCU) have ambient temperature ratings of -40C(-40F) to 52C(125F). The SCU is compliant based on installation inside the air ducting inside the vehicle, which is climate controlled and will maintain the temperature below 52°C. The HVES is installed on the roof and includes an integrated Thermal Management System (TMS) to regulate temperature.  Offeror request concurrence for the 40' Low Floor BAE hybrid option.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsections 6, 7, and 8 for specification revisions.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
380	90	6.8. - Operating Environment	The bus shall achieve normal operation in ambient temperature ranges of 10°F to 130°F, at relative humidity between 5% and 100%, and for altitudes up to 3,000 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below 10°F and above 130°F, and for altitudes above 3,000 feet. Special procedures may be employed to start the bus after being exposed for more than 4 hours to temperatures less than 30°F without the engine in operation.	On behalf of BAE, Offeror submits the following request for approval (for hybrid propulsion buses): The BAE Systems High Voltage Energy Storage (HVES) and System Control Unit (SCU) have ambient temperature ratings of -40C(-40F) to 52C(125F). The SCU is compliant based on installation inside the air ducting inside the vehicle, which is climate controlled and will maintain the temperature below 52°C. The HVES is installed on the roof and includes an integrated Thermal Management System (TMS) to regulate temperature. BAE Systems requests an approved equal for the HVES based on installation location and included thermal management.	Approved. See Addendum, Section I "Solicitation Modifications", Subsection 7 for specification revisions.
381	90 100	6.8. Operating Environment  6.14.4 - Cooling System	The bus shall achieve normal operation in ambient temperature ranges of 10 °F to 130 °F...  The cooling system in new condition shall have an ambient capacity of at least 130°F.	Offeror requests approval to change the ambient capacity for the electric and fuel cell vehicles to be a maximum of 120°F. Cooling systems for both of these propulsions are designed to operate normally at a max of 120°F. The fuel cell system cannot operate above 122°F.	Approved. See Addendum, Section I "Solicitation Modifications", Subsection 7 and 8 for specification revisions.
382	91	6.9.1 - Interior Noise	The bus-generated noise level experienced by ... the operator shall not experience a noise level of more than 75 dBA under the testing conditions and procedures specified by the Altoona Bus Research and Testing Center	Following the test guidelines specified in the APTA Bus Procurement Guidelines for hybrid buses, Offeror requests approval to provide an interior noise level of 75 dBA with the A/C OFF and 78 dBA with the A/C ON at the driver's area.  This is the same as provided on the CITY's current diesel and CNG Xcelsior® buses.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 21 for specification revisions.
383	91	6.9.1.2	The bus-generated noise level experienced by a passenger at any seat location in the bus shall not exceed 83 dBA and the operator shall not experience a noise level of more than 75 dBA under the testing conditions and procedures specified by the Altoona Bus Research and Testing Center (altoonabustest.psu.edu/bus-tests).	Offeror requests approval to provide a maximum noise level at the driver's area of 75.8 dBA as recorded during the Altoona bus test on the Offeror 40 Low Floor diesel bus.  This is inherent to the Offeror 40' Low Floor Plus BEB design	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 21 for specification revisions.
384	133	63.28.3.1	The transitions from the floor to wheel wells shall have a stainless steel or aluminum kick panel to protect the flooring and maintain a finished appearance.	Offeror requests approval to provide flooring for the transition to the wheels wells. The transition from the floor to the wheel wells is not covered with stainless steel or aluminum kick panels.  This is standard on the Offeror Low Floor bus.	Not approved. No changes in specifications are warranted.
385		7 - Submittals		In 7.7 The payment language in this section seems to be at odds with that noted in Section 3.8.1 as noted above. Our request would be to remove this language in its' entirety, or amended to reflect the proposed language for section 3.8.1 as noted above.	Not approved. No changes to specifications are warranted. Please note that Section 7.7 "Payment Terms & Options" provides Offerors with options for quicker payments.
386	217	7.1 Copies	Please submit one original of the Offer, including the Cover Letter, Technical Proposal Package, and Price Proposal and Required Submittal Forms Package for the Procurement Officer's review. Please also submit one electronic copy (on a flash drive) of the same for the Procurement Officer. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract. Further, please submit three copies of the Offer, but excluding the Price Proposal and Required Submittal Forms Package, for the evaluation panel's review. Please also submit three electronic copies (on three flash drives) of the same for the evaluation panel. Do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).	Offeror wishes to clarify if the CITY requests to receive a separate technical proposal for each propulsion type ? Or is it acceptable to submit one technical proposal containing information for all propulsion types within it. Parts of the bus that are different and impacted by propulsion type, will be divided by sub sections.	It is acceptable to submit one technical proposal containing multiple bus types, providing the proposal clearly marks and differentiates the proposal portions that apply to each bus type and submits the necessary attachments for each bus type. See Section 7.3 Technical Proposal Package which provides technical proposal instructions for when Offeror(s) are offering more than one bus type.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
387	218	7.3	Documentation of Altoona testing results for each bus type, which includes all vehicle and component testing as measured by the Altoona Research and Test Center under its specified conditions. Submit this information in the form of Attachment D ("Verification of Completed Altoona Testing with Documentation") for each bus type.  Attachment D – "Proposers are required to submit with their proposal a copy of the STURRA 12-year 500,000-mile bus test report (commonly referred to as the Altoona test) for each bus type offered. This report should be the latest available report applicable to the bus type.	Clarification provided that Offeror is proposing our next generation Axess Battery Electric buses for Group 1 of the Phoenix opportunity. We are offering our next generation product to allow us to exceed the battery kW requirements as stated. Approval requested for Altoona testing to be provided prior to final acceptance of the first vehicle per RFP language in section 4.27 BUS TESTING (Pg.61) and CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT form (Pg. 69). Please note that our current generation Battery Electric Bus has successfully passed the Altoona Test. The current and next generation Battery Electric buses are based on over eighteen (18) years of transit proven experience with our Axess platform with diesel, CNG and fuel cell propulsion systems. The Axess platform has been in continuous production since 2005, with thousands of vehicles in the field.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
388	218	7.3	Documentation of Altoona testing results for each bus type, which includes all vehicle and component testing as measured by the Altoona Research and Test Center under its specified conditions. Submit this information in the form of Attachment D ("Verification of Completed Altoona Testing with Documentation") for each bus type.  Attachment D – "Proposers are required to submit with their proposal a copy of the STURRA 12-year 500,000-mile bus test report (commonly referred to as the Altoona test) for each bus type offered. This report should be the latest available report applicable to the bus type.	Clarification provided that Offeror is proposing our next generation Axess Fuel Cell buses for Group 3 of the Phoenix opportunity. Our next generation Fuel Cell package will offer significantly longer range and simplified design for ease of maintenance. Approval requested for Altoona testing to be provided prior to final acceptance of the first vehicle per RFP language in section 4.27 BUS TESTING (Pg.61) and CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT form (Pg. 69). Please note that our current generation Fuel Cell Bus has successfully passed the Altoona Test and been in service for the past seven (7) years. The current and next generation Fuel Cell buses are based on over eighteen (18) years of transit proven experience with our Axess platform with diesel, CNG and fuel cell propulsion systems. The Axess platform has been in continuous production since 2005, with thousands of vehicles in the field.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
389	224	7.4 Attachment A	Price Schedule	Does the City of Phoenix want to receive alternate pricing for standard options that meets the specification requirement which can reduce the bus price?	All pricing should be submitted on the form of Attachment A - Price Schedule. All components must meet the specification requirements.
390	N/A	Access to Onboard Operational Data		Offeror requests approval to append the original language and add the following new section:  Section Name: Access to Onboard Operational Data  Proposed Language: The City grants the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering-type work for the buses.	Not approved. No changes to specifications are required. The City will address access to such information or data with the successful Offeror(s)/Contractor(s) on a case-by-case basis.
391	94	Battery Electric Drive	Onboard batteries shall be capable of storage of 600kWh minimum usable power	Offeror is requesting approval of a battery capacity of 391kWh. Offeror's proposed bus can meet the 175-mile range with a total battery capacity of 391kWh. Offeror can provide higher battery capacity options as well, to be discussed during a later PPM.	Not approved. No change to specification is warranted. Please note that the City has revised Section 6.14.1. See Addendum #2, Section I "Solicitation Modifications," Subsection 1. See also Addendum #2, question #2.
392	96	Battery Electric Drive	Proposals shall also include the ability to interface and receive a charge from shop/depot charging equipment with a charge rate of up to 250 kW utilizing a standard SAE J1772 DC CCS Type 1 connector.	Offeror is requesting approval of a charge rate of up to 150kW utilizing a standard SAE J1772 DC CCS Type 1 connector.	Not approved. No change to the specification is warranted.
393	94	Battery Electric Drive	The traction motors shall be permanent magnet type, rated at 210kW minimum and able to achieve 1,500 lb-ft torque.	Offeror would like to clarify that Offeror's drive axle was designed, engineered, and manufactured by Offeror purposely for heavy-duty transportation operations. Offeror rear axles have proven real-world performance and ability. Offeror requests approval of Offeror's rear axle design.	The City does not require a specific brand of drive axle. The City does however have specific component and performance requirements. See Section 6.16.
394	127	Bike Rack	Bike racks shall be powder coated black and consistent in function and operation as the ones in the current fleet.	Offeror requests clarification regarding which bike rack the agency currently uses or if there is a specific vendor the agency would like?	The City's current fleet is equipped with Sportrack, but the City does not require a specific brand of bike rack. The bike rack needs to meet the City's specifications. See Section 6.27.8.4.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
395	ATTACH	C	ATTACHMENT C - PHOENIX PULL DOWN	The current generation electrified HVAC systems are not capable of meeting the Phoenix pulldown requirements. Approval requested to provide a HVAC system that will meet the APTA standard pulldown requirement.	Providing the APTA standard pulldown requirement in lieu of the Phoenix pulldown requirement is not approved. No changes to the specifications are warranted. See Section 7.3, Tab 1c, item 12 and Attachment C. Please note that inability to meet the Phoenix pulldown test will affect scoring, but will not result in disqualification.
396	176	Capacity and Performance	HVAC systems utilizing refrigerant 407-C with screw type compressor shall have a minimum cooling capacity of 120,000 Btu	Offeror is requesting approval of Offeror's own HVAC system which has been thoroughly researched and developed in-house. Offeror's HVAC system is highly integrated into the bus design and has proven to be reliable and efficient.	The City does not require a specific brand of AC system. The City does however have specific component and performance requirements. See Section 6.32.1.
397	86	Dimensions	Rear: 36 inches minimum	Offeror is requesting approval of a rear door clearance width of 33.7 in. and an opening width of 37.9 in.	Approved. See this Addendum, Section I "Solicitation Modifications," Subsection 3 for specification revisions.  The specification is revised so that a clear door opening for the rear door no less than 33.5 inches will meet the minimum expectations, but proposers who provide a clear door opening for the rear door equal to or greater than 36 inches will exceed those expectations for scoring purposes.
398	ATTACH	E	ATTACHMENT E - APTA PULL DOWN	Approval requested to provide the APTA pull down test prior to final acceptance of the first vehicle. Since we are proposing our next generation Axess Battery Electric and Fuel Cell buses for the Phoenix opportunity, testing has not yet been completed on the new bus.	Providing the APTA standard pulldown requirement in lieu of the Phoenix pulldown requirement is not approved. No changes to the specifications are warranted. See Section 7.3, Tab 1c, item 12 and Attachment C. Please note that inability to meet the Phoenix pulldown test will affect scoring, but will not result in disqualification. Also, Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
399		Flooring	Flooring joints in high traffic areas shall be back welded.	Request approval for our standard floor covering welding procedures which do not allow for underside welding. All welding is performed inside of the bus after the flooring is glued to the bus body.	Approved. See this Addendum, Section I "Solicitation Modifications", Subsection 10, for specification revisions.
400	-	General	Business Registration	Is a business registration in the State of Arizona required prior to submitting the RFP response or upon contract award?	Business registration with the State of Arizona can occur after contract award, but must be in place before contract execution by the City.
401	-	General	Financial Stability	What documentation is required to established financial stability?	Financial responsibility is established from Offerors response to Tab 1d "Schedule" and also from its years in business and references. See also Section 1.25.4.
402	-	General	Funding	Is the City of Phoenix using private and federal funds for this procurement?	This contract is locally and federally funded.
403	-	General	Delivery	Please confirm if the estimated delivery requirement by the agency is 52 weeks (1 Yr.) upon NTP?	Confirmed.
404	-	General	Performance Bond	Please confirm that the performance bond or insurance is not required until an award has been given?	The prevailing Offeror(s)/Contractor(s) must provide a performance surety (bond, cashier's check, certified check, money order, or certificate of deposit) in the amount of \$2,500,000 immediately upon receiving notice of contract award. The City's receipt of this performance surety is one of the conditions before work may commence. See Sections 3.8.2 and 6.42.  Also, the prevailing Offeror(s)/Contractor(s) must provide a certificate of insurance with the required limits/endorsements upon receiving notice of contract award. The City's receipt of this certificate of insurance is another condition before work may commence. See Sections 5.6 and 6.42.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
405	N/A	New Section - Excess Costs	N/A	<p>Offeror requests approval to append the original language and add the following new section:</p> <p>Section Name: Excess Costs</p> <p>Proposed Language: The Contractor shall not be liable for any excess costs beyond the Contract and without the fault or negligence of the Contractor. Such causes must be clearly documented to the satisfaction of the City and may include, but are not restricted to, Acts of God or the public enemy, acts of the US or Canadian Government in their sovereign capacities, acts of the City in its contractual capacity, fires, floods, natural disasters, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, labour shortages, strikes or lock-outs, shortages or loss of transportation, supplier or other third party surcharges due to supply chain disruption, inflation or other causes beyond the Contractor's control, fright embargos, unusually severe weather, but in every case the excess costs must be beyond the control and without the fault or negligence of the Contractor.</p> <p>Reason: Provision clarifies that Contractor shall not be liable for excess costs beyond the Contract and beyond the Contractor's control.</p>	Not approved. All costs must be included in the Offer prices.
406	N/A	New Section - License to Use Subject Data	N/A	<p>Offeror requests approval to append the original language and add the following new section:</p> <p>Section Name: License to Use Subject Data</p> <p>Proposed Language: All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Contractor; provided however, the City shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the buses.</p> <p>Reason: Revision clarifies that subject data remains property of Offeror with license for use as defined.</p>	Not approved. The City has developed standard confidentiality and data security language (Section 3.29 of the solicitation) for ownership of data. Under Section 3.29, only data prepared/obtained by or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Accordingly, Offeror's pre-existing subject data that was not prepared/obtained by or transmitted to Contractor under the scope of an Agreement with the City remains the property of Offeror.
407	N/A	New Section - Price Adjustment Due to Regulatory Changes	N/A	<p>Offeror requests approval to append the original language and add the following new section:</p> <p>Section Name: Price Adjustment Due to Regulatory Changes</p> <p>Proposed Language: Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the proposal submission, such price adjustment shall be negotiated in good faith by the City and the Contractor.</p> <p>Reason: Provision stipulates good faith negotiation of price adjustments due to regulatory changes.</p>	Not approved. Per Sections 2.3.6 and 4.4, the successful Offeror(s)/Contractor(s) shall at all times comply with Federal, State and Local laws, regulations, standards, codes, ordinances, etc., when performing under this Contract. All costs for such compliance must be included in the Offer prices.



Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
408	N/A	New Section - Waiver	N/A	<p>Offeror requests approval to append the original language and add the following new section:</p> <p>Section Name: Waiver</p> <p>Proposed Language: In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of the Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or any other term, covenant or condition of the Contract.</p> <p>Reason: Provision is a standard contractual term to ensure that any waiver by either party does not impact the enforceability of the rest of the contract.</p>	Not approved. The City has developed standard strict performance language (Section 3.22 of the solicitation) to ensure that any waiver by either party does not impact the enforceability of the rest of the contract.
409	185	Power Generation and Distribution	The Niehoff C800 series alternator with heavy duty regulator shall be installed.	Offeror would like to clarify that the proposed BEB does not feature an alternator and requests that this requirement be removed for BEB offerings?	The specification page cited refers to alternator requirements for Hybrid Electric vehicles (Section 6.37). There are no alternator requirements for Battery Electric vehicles.
410	33	Price Adjustment Procedure	If the parties are unable to agree on a production schedule, the maximum term for the production of the vehicles shall not exceed a total of twelve (12) months after the date of the Notice to Proceed.	Offer due on 07/19 @ 2PM, MST - when contractor can expect to receive the NTP?	The City anticipates awarding this contract in late 2022, early 2023. The Notice to Proceed will follow award.
411	215	SCOPE OF WORK		Offeror incorporates 19.List of OEM component repair manuals into Service Manual so that the Service Manual can be more integrated. Offeror requests approval.	Approved. This is acceptable.
412	232	Section VII-Submittals	7.12 - Offer to the City of Phoenix	Does this form have to be submitted in the RFP response; if so, where can the numbers required on this form be found?	Yes. These numbers, if applicable, in this "Offer" form are available from Arizona state agencies (sales tax, use tax, and corporation/company registration) and the City (city sales tax and vendor registration).
413	233	Section VII-Submittals	7.13 - Acceptance of Offer Form	Does this form have to be submitted in the RFP response; if so, should the RFP# be placed in the contract number section of this form?	No. This is an "Acceptance of Offer" form that the City signs to enter the Contract with the prevailing Offeror(s)/Contractor(s) after contract award.
414	220	Tab 1c – Component Design	b. Example(s) of cooling system's performance in similar ambient conditions to the Phoenix metropolitan area	Clarification provided that since we are proposing our next generation Axess Battery Electric and Fuel Cell buses for the Phoenix opportunity, cooling system's performance has not yet been completed on the new bus. Performance of similar ambient conditions is not available at this time.	Offerors must propose currently available products in their offers. The City cannot pre-approve innovations as part of this solicitation. Please note that proposed innovations by the successful offeror must comply with Sections 3.14 and 6.2.
415	222	Tab 1d- Schedule	Management Plan	What does City of Phoenix would like us to include on the Management Plan?	The management plan should outline how the Offeror will direct resources to perform the Contract, clearly defining roles and responsibilities, allocating tasks, and creating effective timelines (including the bus production schedule) to meet the contract objectives.
416	222	Tab 1d- Schedule	Production Schedule Performance	What does the City of Phoenix like us to include in the Production Schedule Performance?	The Offeror should demonstrate its ability to perform its production of buses under its proposed schedule (with support for these abilities, such as examples of timely performing similar contracts, evidence of on-time deliveries, or other delivery metrics, including charts and graphs).
417	111	Tires	The buses shall be equipped with 315/80R22.5 tires.	Offeror is requesting approval of 305/70R22.5 tire size. 305/70R22.5 tire size is Offeror's standard design and 315/80R22.5 will interfere with Offeror's chassis frame.	See Addendum #2, Section 1 "Solicitation Modifications," Subsection 3. See also Addendum #2, question #5.
418	120	Towing	Each towing device shall accommodate a crane hook with a 1-inch throat.	Offeror is requesting approval approval of front towing performed via flat tow with towing adaptors instead of towing hooks.	Approved, but please note that Section 6.7.2.2 would require Offeror to provide towing adapters as a special tool at no cost to the City.
419	172	TS 6.30.15.7.4 Mirrors Exterior	Both flat and convex mirrors shall be vibration free and adjustable from the driver's seat by a single remote mirror adjustment switch per assembly, located in the driver's compartment within easy reach from the driver's seated position.	Request clarification on whether a single remote mirror adjustment switch is required or two as described in section 6.30.15.7.3.	A single mirror control switch that combines the functionality of left and right mirror adjustment is accepted as an approved equal.

Question #	RFP Page #	RFP Section	RFP Requirement	Questions	City's Response
420	132	WARRANTY	The manufacturer shall warranty all interior paneling against cracking, warping or breakage for a period of no less than six years.	Offeror wishes all interior paneling can conduct standard warranty of 3 years or 150,000 miles, whichever comes first. Offeror requests approval.	Not approved. No change to specification is warranted.
421	96	Warranty	The manufacturer shall warranty the traction motor(s) for a period of no less than twelve (12) years or a mileage of no less than 500,000 miles, whichever occurs first.  The manufacturer shall also warranty all batteries for a period of no less than twelve (12) years with no limitation on mileage. This warranty shall also provide for replacement of any battery that falls below 80% usable capacity	Offeror's traction motor(s) and power battery warranty are as follows: Offeror requests approval. <ul style="list-style-type: none"> <li>the traction motor(s):5 years / 250,000 miles</li> <li>power battery: 12 years and unlimited mileage, with Remaining Rate of usable capacity &gt;70%.</li> </ul>	Not approved. See Addendum, Section I "Solicitation Modifications", Subsections 39, 57, and 58 for specification revisions.
422	129	Warranty	The manufacturer shall warranty the signs against fade, chip, and peel for a minimum of 6 years.	Offeror's signs against fade, chip, and peel standard warranty is 2 years or 100,000 miles, whichever comes first. Offeror requests approval.	Not approved. No change to specification is warranted.
423	132	Warranty	The manufacturer shall warranty all interior paneling against cracking, warping or breakage for a period of no less than six years.	Offeror's standard warranty for all interior paneling against cracking, warping or breakage is 3 years or 150,000 miles, whichever comes first. Offeror requests approval.	Not approved. No change to specification is warranted.