

Group 40523, IFB 23013, BUSES, TRANSIT (Adult Passenger) OGS Responses to Vendor Inquiries

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
1	IFB Main Document	II.10 <i>New York State Vendor Responsibility Questionnaire For-profit Business Entity, Paragraph B</i>	<p>Vendor requests the specification language (at the end of the section) be amended to read as follows: In the event of suspension or termination by the Commissioner, for any reason, the Contractor shall be paid its costs, including contract close-out costs (if applicable), and profit on work performed up to the time of termination or suspension.</p> <p>Rational Revision clarifies (Vendor) entitlement to costs up to date of termination or suspension.</p>	<p>Section II.10 <i>New York State Vendor Responsibility Questionnaire For-profit Business Entity, Paragraph B</i> In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.</p>	OGS respectfully declines to make the requested change to Section II.10 <i>New York State Vendor Responsibility Questionnaire For-profit Business Entity, Paragraph B</i> .
2	IFB Main Document	II.3 <i>Appendix B Modifications, Paragraph C (Section 60 Indemnification)</i>	<p>(Vendor) requests the specification language be amended to read as follows: ...Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, all proven damages...shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence....</p> <p>The Authorized User shall give Contractor: (i) prompt written notice of any claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User for proven damages. [Delete Remainder of paragraph].</p> <p>...caused by any intentional or willful act, gross negligence or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify...</p> <p>Rational Revision clarifies parameters of indemnity - limiting to proven damages, removing agreement to indemnify for defense costs and removing gross negligence.</p>	<p>Section II.3 <i>Appendix B Modifications, Paragraph C (Section 60 Indemnification)</i> See IFB for complete clause.</p>	OGS respectfully declines to make the requested change to Section II.3 <i>Appendix B Modifications, Paragraph C (Section 60 Indemnification)</i> .

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3	IFB Main Document	III.1.5 <i>Price Adjustments, Paragraph E Limitation</i>	<p>(Vendor)'s proposal is based on adding the below wording at the end of the section, rational is provided subsequently: 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 State and the Contractor.</p> <p>Revision clarifies effect of changes to legislation or regulations on price.</p>	<p>Section III.1.5 <i>Price Adjustments, Paragraph E Limitation</i> Price adjustments are limited to changes as allowed for in this Section. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the Contractor, shall not be allowed during the Contract period.</p>	<p>OGS respectfully declines to make the requested change to Section III.1.5 <i>Price Adjustments, Paragraph E Limitation</i>.</p> <p>In accordance with Section III.1.5 <i>Price Adjustments, Paragraph C Additional Price Adjustments for Consideration</i>, "an adjustment in price may be permitted during the contract period if a government mandated program (e.g., a new standard for emissions) takes effect..." and "Contractor shall be required to provide adequate, suitable documentation to Procurement Services, who shall then determine if the requested price change is verifiable and reasonable."</p>
4	IFB Main Document	III.2.3 <i>Manuals</i>	<p>For the chassis; is there any requirement for anything more than the normal owner's manuals provided by the chassis manufacturer?</p> <p>For the Body, is there any requirement for more than the "Normally Provided" manuals provided by the Body Company?</p>	<p>Section III.2.3 <i>Manuals</i> Simultaneous with delivery, all Transit Buses shall be furnished with standard manuals (e.g. maintenance, parts and operational manuals) as would normally accompany such Transit Buses. Manuals may be provided printed and bound, on CD, or at an online website. If manuals are available in more than one format, which format the manuals are to be provided shall be at the discretion of the Authorized User. If paper manuals are provided, an Authorized User shall be able to opt not to receive extra copies of documentation when ordering multiple units. This arrangement should be agreed upon between the Contractor and the Authorized User prior to order. An Authorized User may also want to purchase additional sets of documentation, if needed. If the provision of additional sets of documentation is subject to a separate cost, the Contractor must so advise the Authorized User at the time of order. Contractor shall also ensure that the part numbers associated with this provision of additional sets of documentation are available to the Authorized User and included on the OEM or Contractor-Published Pricelist.</p> <p>Further, where documentation is provided either in printed or electronic format, Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under the resulting Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.</p>	<p>No, there is no requirement for anything more than the normal owner's manuals for Chassis or Bodies. As stated in Section III.2.3 <i>Manuals</i>, "Transit Buses shall be furnished with standard manuals (e.g. maintenance, parts and operational manuals) as would normally accompany such Transit Buses." As stated in Section I.9 <i>Definitions</i>, Chassis and Bodies are both portions of the Transit Bus.</p> <p><u>Section I.9 Definitions</u> "Body(ies)" shall refer to the portion of the Transit Bus that carries the passengers, and is an incomplete Transit Bus that requires the addition of a Chassis to perform its intended functions. "Chassis" shall refer to the portion of a Transit Bus that includes the frame, wheels, driver seat and machinery (e.g., engine, transmission, driveshaft, differential, and suspension), and is an incomplete Transit Bus that requires the addition of a Body to perform its intended functions.</p>
5	IFB Main Document	III.2.5 <i>Equipment Parts, and Accessories, Paragraph G</i>	<p>FMVSS 138 does not require tire inflation monitors in buses with a GVWR of more than 10,000 lbs. Are we to assume that tire inflation monitors are not required on Lots J, K, L, and M since they all have a GVWR of more than 10,000 lbs. ?</p>	<p>Section III.2.5 <i>Equipment Parts, and Accessories, Paragraph G</i> Tire size and type shall be original equipment brand or as indicated in Attachment 1: <i>Specifications and Price Pages</i>. Tire inflation monitors shall be supplied as required by Federal Motor Vehicle Safety Standard (FMVSS) 138.</p>	<p>Yes, that is correct. Tire inflation monitors are not required on the Transit Buses provided for LOTs J, K, L, or M.</p>

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6	IFB Main Document	III.2.5 <i>Equipment, Parts and Accessories</i> , Paragraph M, Subparagraphs 1 and 2	We do not certify to MIL-C-62218A as this is typically terminology used by aftermarket rustproofing companies. We request either pre-primed steel or e-coated material be an approved equal.	<p>Section III.2.5 <i>Equipment, Parts and Accessories</i>, Paragraph M. Rustproofing shall be provided as follows:</p> <p>1. With the exception of OEM Chassis, the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material, which shall be listed on the Qualified Products List under Military Specification MIL-C-62218A. Holes drilled in doorposts, edges, sills, etc. for the application of corrosion-protection material shall be plugged with rubber, neoprene, plastic plugs, or approved equal.</p> <p>2. The Body structural framing shall be suitably treated against corrosion prior to finish panel attachment. Special attention is required to welded areas. All sidewalls shall be protected with epoxy primer to protect structure from corrosion. All window line tube structure shall be protected with DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, or Compatible Equivalent (which shall be determined by verification of inclusion on the Qualified Products List under Military Specification MIL-C-62218A), to protect tube structure from corrosion. Aluminized steel construction, in lieu of the stated corrosion prevention products, is acceptable to protect against corrosion.</p>	OGS respectfully declines to make the requested change to Section III.2.5 <i>Equipment, Parts and Accessories</i> , Paragraph M.
7	IFB Main Document	III.2.5 <i>Equipment, Parts and Accessories</i> , Paragraph M, Subparagraphs 1 and 4	Please accept our standard petroleum based undercoating material, Z-Guard 20060-B-2, manufactured by Z-Tech. Z-Guard is a low VOC undercoating material specifically designed for transportation applications. It meets MIL-C-62218A for corrosion preventative compounds and ASTM B117 Salt Spray resistance, and is backed by a 5-year warranty.	<p>Section III.2.5 <i>Equipment, Parts and Accessories</i>, Paragraph M. Rustproofing shall be provided as follows:</p> <p>1. With the exception of OEM Chassis, the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material, which shall be listed on the Qualified Products List under Military Specification MIL-C-62218A. Holes drilled in doorposts, edges, sills, etc. for the application of corrosion-protection material shall be plugged with rubber, neoprene, plastic plugs, or approved equal.</p> <p>4. Rustproof requirement as detailed above does not apply if OEM can certify all components listed above have been zinc coated, or equivalent, prior to finish coating application. Certification must be supplied with bid submission. Entire underside of the Transit Bus, including floor members and chassis fenders, shall receive a nonflammable rustproof undercoating at the time of manufacture. Rustproof undercoating shall be applied to a uniform thickness with no bare spots</p>	OGS will accept a Product as a Compatible Equivalent to DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, if the Product is listed on the Qualified Products List under Military Specification MIL-C-62218A.
8	IFB Main Document	III.2.5 <i>Equipment, Parts and Accessories</i> , Paragraph Q, Subparagraph 2	We ask that the testing nozzle requirement be removed or lowered. Our testing nozzles generate less than 25 psi at the tip.	<p>Section III.2.5 <i>Equipment Parts and Accessories</i>, Paragraph Q. The entire Transit Bus shall be water tested under the conditions set forth below for no less than ten (10) minutes in order to determine body leaks at window areas, door areas, roof panels, joints, seams, vent openings, etc. Contractor must provide certification of successful completion of a water test for all Transit Buses prior to delivery.</p> <p>2. Nozzles shall eject a volume of water no less than 1.5 gallons per minute under a pressure of no less than forty (40) pounds per square inch measured at the nozzle tip.</p>	OGS respectfully declines to make the requested change to Section III.2.5 <i>Equipment, Parts and Accessories</i> , Paragraph Q, Subparagraph 2.

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9	IFB Main Document	III.2.5 <i>Equipment, Parts, and Accessories</i> , Paragraph M, Subparagraph 1	<p>Since the phrase "with the exception of OEM chassis" exists, is not this section null? The first sentence, to me limits this "rustproofing" process to the old time "Ziebart" rustproof that used to be applied by drilling vehicle doors etc., then plugging them. This voids the chassis corrosion warranty, which I suspect is why the "with the exception of the OEM chassis" has been inserted.</p> <p>We do not drill and plug anywhere on the body. We use corrosion resistant primer on the surfaces and undercoat the bottom of the floor with possible exceptions for chassis OEM specified zones they do not allow.</p> <p>If not, please approve the use of BASF Degacoat 310 undercoating for the body frame that has been tested and shown compliant to MIL C-62218. Information is attached.</p>	<p>III.2.5 <i>Equipment, Parts, and Accessories</i>, Paragraph M</p> <p>1. With the exception of OEM Chassis, the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material, which shall be listed on the Qualified Products List under Military Specification MIL-C-62218A. Holes drilled in doorposts, edges, sills, etc. for the application of corrosion-protection material shall be plugged with rubber, neoprene, plastic plugs, or approved equal.</p>	<p>No, Section III.2.5 <i>Equipment, Parts, and Accessories</i>, Paragraph M, Subparagraph 1 is not "null." As stated in the referenced Section, "the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material."</p> <p>OGS approves the use of BASF Degacoat 310 for the rustproof process material.</p>
10	IFB Main Document	III.2.5 <i>Equipment, Parts, and Accessories</i> , Paragraph M, Subparagraph 2	<p>Our manufacturer uses Z Technologies #7318 Z Shield corrosion resistant primer paint, tested to 3,000 hours ASTM B-117 Salt Spray as well as several other ASTM tests to show effectiveness. Our complete body frame is thoroughly coated with the product after welding to provide superior corrosion resistance and a technical data sheet is attached for review. Please approve as an equal.</p>	<p>III.2.5 <i>Equipment, Parts, and Accessories</i>, Paragraph M</p> <p>2. The Body structural framing shall be suitably treated against corrosion prior to finish panel attachment. Special attention is required to welded areas. All sidewalls shall be protected with epoxy primer to protect structure from corrosion. All window line tube structure shall be protected with DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, or Compatible Equivalent (which shall be determined by verification of inclusion on the Qualified Products List under Military Specification MIL-C-62218A), to protect tube structure from corrosion. Aluminized steel construction, in lieu of the stated corrosion prevention products, is acceptable to protect against corrosion.</p>	<p>OGS will accept a Product as a Compatible Equivalent to DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, if the Product is listed on the Qualified Products List under Military Specification MIL-C-62218A.</p>
11	IFB Main Document	III.2.5 <i>Equipment, Parts, and Accessories</i> , Paragraph M, Subparagraphs 1 and 4	<p>We request approval to coat non-tubular steel structure and undercoat the body with Pure Asphalt #76-M as described in the attached sheet.</p>	<p>Section III.2.5 <i>Equipment, Parts and Accessories</i>, Paragraph M.</p> <p>Rustproofing shall be provided as follows:</p> <p>1. With the exception of OEM Chassis, the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material, which shall be listed on the Qualified Products List under Military Specification MIL-C-62218A. Holes drilled in doorposts, edges, sills, etc. for the application of corrosion-protection material shall be plugged with rubber, neoprene, plastic plugs, or approved equal.</p> <p>4. Rustproof requirement as detailed above does not apply if OEM can certify all components listed above have been zinc coated, or equivalent, prior to finish coating application. Certification must be supplied with bid submission. Entire underside of the Transit Bus, including floor members and chassis fenders, shall receive a nonflammable rustproof undercoating at the time of manufacture. Rustproof undercoating shall be applied to a uniform thickness with no bare spots</p>	<p>OGS will accept a Product as a Compatible Equivalent to DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, if the Product is listed on the Qualified Products List under Military Specification MIL-C-62218A.</p>

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12	IFB Main Document	III.5.3 <i>Post Delivery Inspection</i>	<p>(Vendor) requests the specification language be amended to read as follows: ...corrective work completed within five (5) Ten (10) Business Days...</p> <p>Within fifteen (15) calendar days after delivery of the unit to the Authorized User, the Authorized User shall conduct acceptance tests on the Transit Bus. The acceptance tests to be conducted by the Authorized User, and the criteria and standards in respect of such tests, shall be agreed upon by the Authorized User and the Contractor prior to the Contractor building the Transit Bus. If the Transit Bus passes these tests or if the Authorized User does not notify the Contractor of non-acceptance within 15 calendar days after delivery of the Transit Bus, acceptance of the Transit Bus by the Authorized User shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if the Authorized User notifies the Contractor of early acceptance or places the Transit Bus into revenue service.</p> <p>Rational Revisions clarify parameters respecting delivery and acceptance of the buses.</p>	<p>Section III.5.3 <i>Post Delivery Inspection</i> After Transit Buses have been delivered to the location as stated on the Purchase Order, a post-delivery inspection shall be performed by the Authorized User. The report written at the pre-delivery inspection shall be used to verify that any deficiencies have been corrected. If any deficiencies remain it is the responsibility of the Contractor to arrange to have the necessary corrective work completed within five (5) Business Days after receipt of written notification from the Authorized User and/or Procurement Services. If the Contractor cannot arrange to have the necessary work completed within such time period, and the Authorized User cannot agree to an extension of the time period, the Authorized User may either reject the Transit Bus (see Appendix B §38 Rejected Product), or choose to have the corrections made by an entity of the Authorized User's choosing and the Contractor shall be required to reimburse the Authorized User for this expense within thirty (30) calendar days of the request for reimbursement</p>	OGS respectfully declines to make the requested change to Section III.5.3 <i>Post Delivery Inspection</i> .
13	IFB Main Document	III.6 <i>STURAA Test Completion; Termination of Lot, Paragraph A</i>	We are requesting that the language be changed for Altoona/STURAA test completion to nine months after date of notification of award, versus nine months from date of bid opening. This will allow for sufficient time for our chassis manufacturer, body manufacturer, and testing facility to execute the entire test. The nine months from date of award for testing would not impact end user deliveries significantly.	Section III.6 <i>STURAA Test Completion; Termination of Lot, Paragraph A</i> For any Lot awarded based upon submittal of a Manufacturer's Certification of Anticipated Testing, Contractor shall submit the STURAA Test Report to OGS no later than nine (9) months from the bid opening date.	OGS respectfully declines to make the requested change Section III.6 <i>STURAA Test Completion; Termination of Lot, Paragraph A</i> .
14	IFB Main Document	III.7 <i>General Warranty Requirements, Paragraph A</i>	<p>(Vendor) requests the specification language be amended to read as follows: Contractor will work with the Authorized User on warranty covered repairs, but that the majority of the warranty repairs will be performed by the Authorized User's trained personnel with reimbursement by the Contractor. In a rare occurrence that warranty repairs are required to be performed by the Contractor, we will utilize our contractors in the Authorized User's area to perform these minor warranty repairs expediently as possible.</p> <p>PLEASE NOTE: The following major component equipment suppliers (engine, transmission, HVAC and destination sign suppliers) mandate that all warranty repairs be performed by an authorized dealer of their components (and not the Contractor or the Authorized User). If the Authorized User elects to perform these repairs, without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided. Contractor will be available to work with the Authorized User on major equipment repairs to ensure service quality expectations are met and work is conducted in an acceptable timeframe. This is an industry standard.</p>	<p>Section III.7 <i>General Warranty Requirements, Paragraph A</i> The Contractor shall warrant the Transit Bus against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts. Warranty service shall be available within New York State, and shall be honored by all the manufacturer's Dealers.</p>	<p>OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements, Paragraph A</i>. As stated in Paragraph D, "The Contractor shall be responsible for all warranty claims related to the Transit Bus as provided by the Contractor at the time of delivery." This may involve coordinating such warranty claims with a Dealer for a component manufacturer.</p> <p>Section III.7.1 <i>Warranty Repair By Authorized Users</i> governs warranty repair by Authorized Users.</p>

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15	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph B	(Vendor) requests the specification language be amended to read as follows: the Authorized User is to be responsible for all transportation, pick-up and delivery costs once the Authorized User accepts the bus. This is an industry standard.	Section III.7 <i>General Warranty Requirements</i> , Paragraph B The Contractor shall be responsible for all transportation, pick-up and delivery cost to either the Contractor's location, or other Dealer location chosen by the Authorized User, of any Transit Bus with a warranty claim within ninety (90) calendar days of the date the warranty period begins, for any Transit Buses procured under the Contract. After ninety (90) calendar days, the Authorized User shall be responsible for all transportation, pick-up and delivery for any Transit Buses procured under the Contract requiring warranty service, unless otherwise agreed upon by the Contractor. Additional payment for delivery and/or pickup by the Contractor is at the discretion of the Contractor(s), and must be mutually agreed upon prior to service.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph B.
16	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph C	(Vendor) requests the specification language be amended to read as follows: the warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User or put in service, whichever occurs first. This is an industry standard.	Section III.7 <i>General Warranty Requirements</i> , Paragraph C The warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User or put in service, whichever occurs later. Delayed warranty forms are to be provided with the required motor vehicle paper work. Where Transit Buses develop Chronic Failures during the warranty period, Contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph C.
17	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph C	(Vendor) requests the specification language be amended to read as follows: Contractor will work with the Authorized User's to find the root cause and correct chronic failures on components expediently as possible, however, we cannot extend the warranty on components with chronic failure (suppliers such as Cummins, Allison and Thermo King will not extend warranties to the Contractor). This is an industry standard.	Section III.7 <i>General Warranty Requirements</i> , Paragraph C The warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User or put in service, whichever occurs later. Delayed warranty forms are to be provided with the required motor vehicle paper work. Where Transit Buses develop Chronic Failures during the warranty period, Contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph C.
18	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph D	(Vendor) requests the specification language be amended to read as follows: its the responsibility of the Authorized User to submit warranty claims to the Contractor for reimbursement. Please refer to the attached i-warranty brochure/warranty claim policy document for process details.	Section III.7 <i>General Warranty Requirements</i> , Paragraph D The Contractor shall be responsible for all warranty claims related to the Transit Bus as provided by the Contractor at the time of delivery. All components supplied by the Contractor shall be included and covered by a basic warranty. OEM replacement parts are to be new, not remanufactured, unless the OEM has specified that a replacement part be remanufactured, or prior approval has been granted by the Authorized User. All warranties shall cover all labor and parts replacement during the warranty period. Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. Parts replaced under this warranty shall be of OEM quality or higher. Service shall be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. See Appendix B §58 Warranties. The Contractor shall furnish with each repaired vehicle an information sheet that indicates the type of warranty work performed, parts replaced, and number of labor hours involved.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph D. Section III.7.1 <i>Warranty Repair By Authorized Users</i> governs warranty repair by Authorized Users and reimbursement for such repairs.

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19	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph D	(Vendor) requests the specification language be amended to read as follows: The warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User., or put into service, whichever occurs later. Rational Revision clarifies term of warranty.	Section III.7 <i>General Warranty Requirements</i> , Paragraph D The Contractor shall be responsible for all warranty claims related to the Transit Bus as provided by the Contractor at the time of delivery. All components supplied by the Contractor shall be included and covered by a basic warranty. OEM replacement parts are to be new, not remanufactured, unless the OEM has specified that a replacement part be remanufactured, or prior approval has been granted by the Authorized User. All warranties shall cover all labor and parts replacement during the warranty period. Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. Parts replaced under this warranty shall be of OEM quality or higher. Service shall be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. See Appendix B §58 Warranties. The Contractor shall furnish with each repaired vehicle an information sheet that indicates the type of warranty work performed, parts replaced, and number of labor hours involved.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph D. The start date of the warranty period is governed by Section III.7 <i>General Warranty Requirements</i> , Paragraph C, which states "The warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User or put in service, whichever occurs later. Delayed warranty forms are to be provided with the required motor vehicle paper work."
20	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph E	(Vendor) requests the specification language be amended to read as follows: ...period of one (1) year from in service date of acceptance as Warranty repairs... Rational Revision clarifies term of warranty.	Section III.7 <i>General Warranty Requirements</i> , Paragraph E The warranty requirements stated for each Base Item on Attachment 1: <i>Specifications and Price Pages</i> are considered minimum. If a minimum warranty requirement is not stated in Attachment 1: <i>Specifications and Price Pages</i> , then the contractor shall guarantee such equipment against defective materials and workmanship for a period of one (1) year from the in-service date, with no mileage limitation. If the manufacturer's standard warranty exceeds the warranty stated in Attachment 1: <i>Specifications and Price Pages</i> , or the minimum one (1) year warranty stated herein, then the manufacturer's standard warranty shall apply.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph E. The start date of the warranty period is governed by Section III.7 <i>General Warranty Requirements</i> , Paragraph C, which states "The warranty period for all coverage shall begin on the date the Transit Bus is accepted by the Authorized User or put in service, whichever occurs later. Delayed warranty forms are to be provided with the required motor vehicle paper work."
21	IFB Main Document	III.7 <i>General Warranty Requirements</i> , Paragraph H	(Vendor) requests the specification language be amended to read as follows: the warranty coverage on components will only cover components as specified by the OEM manufacturer's warranty document.	Section III.7 <i>General Warranty Requirements</i> , Paragraph H The contractor shall warranty all equipment furnished for a period of one (1) year from in service date as specified on the delayed warranty form, (with no mileage limitation), if such equipment is not included in the OEM's standard warranty. This guarantee shall include defective materials and workmanship.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph H.
22	IFB Main Document	III.9 <i>Training</i>	(Vendor) requests approval that all training be priced separately from the bus price. This will ensure proper costing regardless of the number of buses for each participating Transit Agency in the base order, and any subsequent option orders.	Section III.9 <i>Training</i> If requested by the Authorized User, complete training for each Transit Bus shall be provided by the Contractor at no additional charge. Training is to include operator training with instruction and demonstration on proper operation of the unit, safety, preventive maintenance and proper usage of parts and service manuals. Training provided must also be sufficient to update repair technician(s) on all new componentry and diagnostics capabilities. The Contractor shall provide the training services of qualified factory technician(s) for a minimum period of one (1) full Business Day, at one mutually agreed-upon location (e.g., at the location of delivery or at a field location within the State), at no additional charge. Additional training days and/or locations shall be provided upon request by the Authorized User. The Contractor may charge a mutually agreed-upon fee for any additional training days and/or locations. One (1) copy of training programs (DVD or CD format) and/or PowerPoint presentations covering all or any part of the Transit Bus, that are normally available from the OEM, shall be provided to the Authorized User at no additional charge either with the training or in lieu of training.	OGS respectfully declines to make the requested change to Section III.9 <i>Training</i> .

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23	IFB Main Document	III.9 <i>Training</i>	(Vendor) requests approval to provide a training proposal showing pricing and number of hours for individual courses. This would allow each participating Transit Agency the flexibility to select which courses and in what quantities are required based on their own workforce and operation.	Section III.9 <i>Training</i> See Question 22 for referenced Section.	OGS declines to review "a training proposal showing pricing and number of hours for individual courses." Training is to be provided in accordance with Section III.9 <i>Training</i> .
24	IFB Main Document (and Appendix B)	III.7 <i>General Warranty Requirements</i> , Paragraph D Appendix B: Clause 58 <i>Warranties</i>	(Vendor) requests the specification language be amended to read as follows: The Authorized user acknowledges that not all component warranties cover labor after the base bus warranty has expired.	Section III.7 <i>General Warranty Requirements</i> , Paragraph D The Contractor shall be responsible for all warranty claims related to the Transit Bus as provided by the Contractor at the time of delivery. All components supplied by the Contractor shall be included and covered by a basic warranty. OEM replacement parts are to be new, not remanufactured, unless the OEM has specified that a replacement part be remanufactured, or prior approval has been granted by the Authorized User. All warranties shall cover all labor and parts replacement during the warranty period. Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. Parts replaced under this warranty shall be of OEM quality or higher. Service shall be at a level to maintain or meet the manufacturer's requirements to sustain the warranty. See Appendix B §58 Warranties. The Contractor shall furnish with each repaired vehicle an information sheet that indicates the type of warranty work performed, parts replaced, and number of labor hours involved.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph D. As stated in the referenced Section, "All warranties shall cover all labor and parts replacement during the warranty period." If the component is outside the required warranty period, then the applicable manufacturer's standard warranty shall apply. As stated in Paragraph E, "The warranty requirements stated for each Base Item on Attachment 1: <i>Specifications and Price Pages</i> are considered minimum. If a minimum warranty requirement is not stated in Attachment 1: <i>Specifications and Price Pages</i> , then the contractor shall guarantee such equipment against defective materials and workmanship for a period of one (1) year from the in-service date, with no mileage limitation. If the manufacturer's standard warranty exceeds the warranty stated in Attachment 1: <i>Specifications and Price Pages</i> , or the minimum one (1) year warranty stated herein, then the manufacturer's standard warranty shall apply.
25	IFB Main Document (and Attach 1: Specs & Price Pages; LOT M)	III.7 <i>General Warranty Requirements</i> , Paragraph D Equipment Warranty (Row 138)	(Vendor) requests the specification language be amended to read as follows: the warranty shall not apply to scheduled maintenance items, acts of nature, or normal consumables such as tires, belts, bulbs/tubes or items with progressive wear characteristics (bushings, wiper blades, friction surfaces), nor to items furnished by the Authorized User such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible. The warranty shall not be honored if there are clear signs of abuse. Please refer to the attached consumables excluded doc. Warranty coverage on consumables is not an industry standard.	Section III.7 <i>General Warranty Requirements</i> , Paragraph D See Question 24 for referenced Section Equipment Warranty: All equipment furnished under this contract (unless otherwise noted) must have a minimum warranty period of one (1) year regardless of mileage.	OGS respectfully declines to make the requested change to Section III.7 <i>General Warranty Requirements</i> , Paragraph D, or Attachment 1: <i>Specifications and Price Pages</i> , Lot M, Equipment Warranty (Row 138). As stated in Section III.7 <i>General Warranty Requirements</i> , Paragraph D, "All components supplied by the Contractor shall be included and covered by a basic warranty." Additionally, the referenced Section states that "Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty." Consumables are considered "normal wear and tear items."
26	Appendix B: <i>General Specifications</i>	Clause 35 <i>Title Of Risk Of Loss</i>	(Vendor) requests the specification language be amended to read as follows: Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Title to the Product shall pass to the Authorized User upon acceptance of the Product by the Authorized User. Rational Revision clarifies when risk of loss and title is transferred.	Appendix B: <i>General Specifications</i> , Clause 35 <i>Title Of Risk Of Loss</i> . Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 35 <i>Title of Risk of Loss</i> .

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
27	Appendix B: <i>General Specifications</i>	Clause 36 <i>Re-Weighing Product</i>	(Vendor) requests the specification language be amended to read as follows: Delete the entire section. Section not applicable.	Appendix B: General Specifications, Clause 36 <i>Re-Weighing Product</i> . Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> to delete Clause 36 <i>Re-Weighing Product</i> .
28	Appendix B: <i>General Specifications</i>	Clause 37 <i>Product Substitution</i>	(Vendor) requests the specification language be amended to read as follows: Delete the entire section. Section not applicable.	Appendix B: General Specifications, Clause 37 <i>Product Substitution</i> In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> to delete Clause 37 <i>Product Substitution</i> . See also Section III.10 <i>Replacement Items</i> , which states "The State may permit the Contractor to offer a replacement Model or a replacement Product Line if the Model series or the Product Line originally awarded is discontinued, replaced, or made unavailable by the OEM. Pricing for such replacement items shall be based on the current OEM or Contractor-Published Pricelist for the replacement item and the previously agreed upon Contract discounts."
29	Appendix B: <i>General Specifications</i>	Clause 45 <i>Suspension Of Work</i>	(Vendor) requests the specification language be amended to read as follows: ...The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner. The Contractor shall be paid its costs and profit on work performed up to the time of suspension. Rational Revision to clarify (Vendor) entitlement to costs up to the date of suspension.	Appendix B: General Specifications, Clause 45 <i>Suspension Of Work</i> The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract. An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 45 <i>Suspension of Work</i> .
30	Appendix B: <i>General Specifications</i>	Clause 46 <i>Termination</i>	(Vendor) requests the specification language, at the beginning of the Section (before subsection (a)), to be amended to read as follows: In the event of termination by the Commissioner, for any reason, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Rational Revision to clarify (Vendor) entitlement to costs up to date of termination.	Appendix B: General Specifications, Clause 46 <i>Termination</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 46 <i>Termination</i> .

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
31	Appendix B: <i>General Specifications</i>	Clause 47 <i>Savings/ Force Majeure</i>	(Vendor) requests the specification language be amended to read as follows: ... a. The Commissioner may purchase from other sources... are the subject matter of the delay, for which purchases the Commissioner will effect in a reasonable manner, which purchases may...without penalty to State. For any replacement by the Commissioner of all or part of the Products which are subject to the delay, the Contractor shall be paid its costs, and profit on work, up to the date of occurrence of the force majeure event; or (b)... ... Add as last sentence to last paragraph of 47: In the event of termination, the Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the date of termination. Rational Revisions add reasonable standard for Commissioner in replacing parts and ensures (Vendor) is compensated for losses up to the date of the force majeure event or termination.	Appendix B: General Specifications, Clause 47 <i>Savings/Force Majeure</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 47 <i>Savings/Force Majeure</i> .
32	Appendix B: <i>General Specifications</i>	Clause 51 <i>Remedies For Breach</i> , Paragraph b <i>Withhold Payment</i>	(Vendor) requests the specification language be amended to read as follows: ...payment may be withheld in whole or in part at the discretion of the Commissioner, exercising the discretion in a manner which is reasonable. Rational Revision adds reasonable standard for withholding of payment by Commissioner.	Appendix B: General Specifications, Clause 51 <i>Remedies For Breach</i> , Paragraph b <i>Withhold Payment</i> It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law: b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should Contractor and the Commissioner fail to agree upon the question of "materiality" in an instance of non-performance, such failure to agree shall be a dispute to be resolved in accordance with the OGS Dispute Resolution Procedures.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 51 <i>Remedies For Breach</i> , Paragraph b <i>Withhold Payment</i> .
33	Appendix B: <i>General Specifications</i>	Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i>	(Vendor) requests the specification language be amended to read as follows: Contractor to pass on to the Authorized User's any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor. All other warrantable components on the bus other than those listed in the bid specification shall fall under the base bus warranty.	Appendix B: General Specifications, Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> .
34	Appendix B: <i>General Specifications</i>	Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i>	(Vendor) requests the specification language be amended to read as follows: If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Authorized User's personnel with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem. This is an industry standard.	Appendix B: General Specifications, Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> .

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
35	Appendix B: <i>General Specifications</i>	Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i>	(Vendor) requests the specification language be amended to read as follows: Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Authorized User shall be responsible for the coordination during the Product warranty or extended warranty periods with ISV or other third-party manufacturers for warranty repair or replacement of ISV or other third-party manufacturer's Product. Contractor will provide support as necessary.	Appendix B: General Specifications, Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> .
36	Appendix B: <i>General Specifications</i>	Clause 58 <i>Warranties</i> , Paragraph c <i>Product Warranty</i>	(Vendor) requests the specification language be amended to read as follows: ...for a minimum of one (1) year from the date of acceptance delivery... Rational Revision clarifies date on which warranty commences.	Appendix B: General Specifications, Clause 58 <i>Warranties</i> , Paragraph c <i>Product Warranty</i> See Appendix B for referenced Clause.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 58 <i>Warranties</i> , Paragraph C <i>Product Warranty</i> .
37	Appendix B: <i>General Specifications</i>	Clause 7 <i>Confidential/ Trade Secret Materials</i> , Paragraph a <i>Contractor</i>	(Vendor) requests the specification language (at the end of section 7(a)) to read as follows: The State and its representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review, analysis, or before any properly marked confidential information of the Contractor is to be disclosed to a third party for any reason, to protect and maintain the confidentiality of the Contractor's information. Rational Revision to ensure confidentiality interests of (Vendor) are protected.	Appendix B: General Specifications, Clause 7 <i>Confidential/ Trade Secret Materials</i> , Paragraph a <i>Contractor</i> Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The State's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> , Clause 7 <i>Confidential/ Trade Secret Materials</i> , Paragraph a <i>Contractor</i> .
38	Appendix B: <i>General Specifications</i>	Clauses 64-72	(Vendor) requests the specification language be amended to read as follows: Delete sections 64-72. Not Licensing Contract - Inapplicable sections.	Appendix B: General Specifications, Clauses 64-72 (Clauses under the heading "THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS") See Appendix B for referenced Clauses.	OGS respectfully declines to make the requested change to Appendix B: <i>General Specifications</i> to delete Clauses 64-72.
39	Appendix C: <i>Federal Government Required Clauses</i>	Clause 26 <i>Patent and Rights Data</i>	(Vendor) requests the specification language be amended to read as follows: Delete section 26 The contract will not be one which pertains to Experimental, Developmental or Research Work - Inapplicable section.	Appendix C: <i>Federal Government Required Clauses</i> , 26. <i>Patent and Rights Data</i> . Applicability-Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contracts Involving Experimental, Developmental, Or Research Work: (additional language omitted)	The chart on page 2 of Appendix C: <i>Federal Government Required Clauses</i> indicates "N/A" in the "ROLLING STOCK (applies to this Contract)**" column. As noted underneath the chart, "N/A indicates that the clause listed does not apply to this Contract."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
40	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 32) General	Request minimum headroom requirement be lowered to 77". We start with 78" headroom but when the floor is added the measurable distance is 77".	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 32) General: Minimum 78" continuous passenger aisle headroom Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B32 [LOT J]: DELETE 78" and replace with 77"</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
41	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 34) Cab	We request approval to provide a cab that does not have a drivers door.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 34) Cab: A standard sedan door on the driver's side shall be OEM chassis supplied. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B34 [LOT J]: DELETE specification and replace with "If provided, the door on the driver's side shall be a standard sedan door supplied by the Chassis OEM. A cab that does not have a drivers side door is also acceptable."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
42	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 35) Engine	We anticipate bidding a Diesel engine that meets the specification. However, we would also like to bid a Propane engine. Would you want this submitted as an alternate bid or have the Propane offering be an upgrade option to the Diesel bid? Propane engine would be 6.8L displacement. 320HP X 460lb ft.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 35) Engine: 6 or 8 cylinder diesel engine with 6.4L minimum displacement, rated at 220 HP x 560 lb. ft. torque or greater	Attachment 1: <i>Specifications and Price Pages</i> ; LOT J, requires a diesel engine as specified in Row 35. A propane engine does not meet this specification and is also not listed as Optional Equipment for Lot J. An alternate bid for LOT J that includes a propane engine in the Transit Bus offered for the Base Item shall be rejected for failure to meet the minimum specifications. Additionally, a propane engine may not be offered as "an upgrade option" to the Transit Bus that is awarded for Lot J. Purchase of Product not specified in the IFB (i.e., Transit Buses and related Optional Equipment) will not be permissible under the resultant Contracts. An Authorized User will need to follow their own procurement rules and regulations when making a non-contract purchase.
43	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 43) Electrical	The battery terminals on the S2C have protective covers on the positive and are pigmented red, but there are no covers on the negative terminals. Please accept this	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 43) Electrical: Dual batteries (minimum 1800 CCA total) which shall have protective rubber jacket at connection terminals (pigmented red to indicate positive and black to indicate negative);	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 43) to allow for "no covers on the negative terminals."
44	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 47) Transmission	The request is for an Allison 2200 PTS 5 speed transmission. The bus we are bidding is built on a Ford F650 chassis, Ford uses it's own transmission, the TorqShift HD 6-speed automatic, it comes with a 5 year 250,000 mile limited warranty, because this is an OEM chassis we are respectfully requesting that this transmission be allowed.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 47) Transmission: Allison 2200 PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better	The Ford TorqShift HD 6-speed automatic transmission shall be accepted as a Compatible Equivalent for LOT J, provided that it meets the life cycle, vocation, and all warranties specified for LOT J in Attachment 1: <i>Specifications and Price Pages</i> .
45	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 49) Rear Axle	In order to have air brakes we need to use the 17,500 rear axle - Please approve	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 49) Rear Axle: Minimum Rear Gross Axle Weight Rating (RGAWR) 15,500lbs.	As stated in the instructions listed in Attachment 1: <i>Specifications and Price Pages</i> , Part 3 <i>Base Item Specifications</i> , "Unless otherwise noted, the Base Item Specifications listed below are considered minimum specifications." The referenced specification requires a minimum RGAWR of 15,500lbs. A 17,000 lb. rear axle exceeds the minimum and is therefore acceptable.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
46	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 54) Brakes	Please accept Bendix AD-IP as equal to AD-9 air dryer.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 54) Brakes: ABS power air brake system in compliance with 49CFR571.121. The air system shall include an air dryer w/ heater; Bendix AD-9 or Compatible Equivalent.	Bendix AD-IP air dryer is approved as a Compatible Equivalent to AD-9.
47	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 64) Front Bumper	We request approval to provide a steel front bumper treated with Blue Bird Armor coating.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 64) Front Bumper: Shall be made of, or covered with, a rust proof material. Front bumper may be OEM chrome or high density rubber/plastic (i.e. HELP bumper) and shall be affixed to body using corrosion resistant material hardware with rustproofing applied to finished installation.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 64), to allow approval of "a steel front bumper treated with Blue Bird Armor coating."
48	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 78) Body Structure	Please accept the Eldorado steel reinforced composite body structure as shown on attached engineering diagrams. This design meets all FMVSS and NYDOT requirements	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 78) Body Structure: Shall consist of a heavy-duty integral steel body roll cage structure (from curbside to street side floor connections) fabricated of square or rectangular tubing (or structurally equivalent hat section member) and be in full compliance with Title 17 NYCRR Part 720.4(b)(1). No wood or paper products shall be utilized in the construction of sidewall, roof or transition body panels. Roll cage shall extend forward sufficiently to protect driver in the event of rollover. Documentation consisting of detailed explanation and dimensional drawing supporting the body structures compliance shall be supplied with bid submission for each vehicle classification, including current substantiating documentation (not older than 5 years unless the structure has not been significantly modified as defined by 49 CFR 665) confirming compliance with FMVSS 220.	OGS accepts the Eldorado steel reinforced composite body structure as meeting the referenced specification.
49	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 84) Exterior Equipment	While we currently can supply a back up camera, we do not offer bumper sensors. However this option is currently being reviewed and may be available in the future.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 84) Exterior Equipment: Back up radar alarm with 4 bumper mounted sensors. Alarm shall provide an audible alert plus include a dash area mounted LED distance display.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 84), to remove the requirement for "4 bumper mounted sensors."
50	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	(Vendor 1) Please delete the 1 battery under hood phrase. Medium Duty trucks do not provide an under hood battery. (Vendor 2) Specifications require one battery to be located in a skirt mounted battery box with a stainless steel slide out tray. The chassis comes form the OEM with both batteries located in an in-step battery box located below the driver entrance door. Is this arrangement acceptable ? (Vendor 3) We are requesting that both batteries be located in the battery box slide out try. This is in accordance with Chassis OEM guidelines. (Vendor 4) We request our chassis manufacturer's standard two batteries mounted in an OEM framemounted box. On this style chassis we cannot mount a battery underneath the hood.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B87 [LOT J]: DELETE "One auxiliary" and CHANGE "battery" to batteries" in first sentence. DELETE last sentence.</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language). Please note that the "stainless steel" requirement for the battery tray remains part of the specifications.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
51	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	(Vendor 1) If a Freightliner is used, please approve the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment as Equal (Vendor 2) Please approve the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment as Equal to specs so that there is no needed modification to the OEM configuration and location	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 87), to allow approval of "the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment." See also Question 50 for changes that were made to the referenced specification.
52	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	We are requesting that the Battery Tray be powder-coated, this is a non-corrosive material as requested.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 87), to allow for approval of the battery tray to be "powder-coated." See also Question 50 for changes that were made to the referenced specification.
53	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 90) Rear Bumper	We request approval to provide a steel rear bumper treated with Blue Bird Armor coating.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 90) Rear Bumper: Shall be made of, or covered with, a rust proof material. Rear bumper shall be stainless steel or high density rubber/plastic (i.e. HELP bumper) and shall be affixed to body using corrosion resistant material hardware with rustproofing applied to finished installation.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 90), to allow approval of "a steel rear bumper treated with Blue Bird Armor coating."
54	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	The specification is for rubber flooring. We request approval of Gerflor 2.2mm thick transit flooring offering a 15 year warranty that offers easier cleaning, fully welded joints and excellent wear and safety factors. Product information is included for your consideration	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 105), to allow for approval of "Gerflor 2.2mm thick transit flooring."
55	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	Please accept Gerflor Tarabus Sirius vinyl flooring in lieu of gray ribbed/smooth flooring required in base specification. The Gerflor flooring is more slip-resistant, easier to clean, and has sealed seams resulting in less chance of water/salt intrusion into the subfloor. The floor includes a warranty term of 12 years, and meets all FTA/ADA requirements including FMVSS 302 (fire resistance), Docket 90A (fire resistance), ASTM D 2047 (slip resistance) ASTM D 1204 (dimensional stability), and ISO 9352 (abrasion resistance). The flooring is treated for anti-bacterial and anti-fungus. Offering this as our standard will not affect our ability to offer 2.7mm flooring with a 15 year warranty as listed in the optional equipment section.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 105), to allow for approval of "Gerflor Tarabus Sirius vinyl flooring."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
56	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	Please accept Advantech 3/4" subfloor, which offers superior water-resistance, extra strength, and additional fastener holding power. Advantech is proven in the transportation industry, and required by many transit agencies due to its superior longevity.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B105 [LOT J]: After "marine grade plywood" ADD ", 3/4" Advantech sub-floor, or Compatible Equivalent,"</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
57	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 108) Entrance Door(s)	Please accept our OEM body-harness interlock for entrance door and wheelchair door, tied into OEM chassis ADA provisions as equal to Intermotive Gateway. This interlock seamlessly integrates through our OEM chassis multiplex system, resulting in less chance of repair issues. Includes automatic high idle when activating wheelchair lift or low voltage situation. Complies fully with ADA and DOT regulations for interlocks.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 108) Entrance Door(s): A "walk through" minimum 74" high headroom right front entrance door with a minimum clear entry opening of 28" constructed with top and bottom (or length of door) viewing windows and a heavy duty electric opener shall be provided. An interlock (Intermotive Gateway or compatible equivalent) shall be installed and programmed that prevents the door to be opened or closed unless the vehicle speed equals zero (0). Door leading and sectional edges shall be equipped with approximately 2" extruded rubber edges to form weather-tight seal. Door shall be affixed with hinges that provide corrosion protection and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Entrance door surround (portal) and step well shall be constructed from stainless steel or material with equal corrosion resistant properties. Entrance door shall comply with FMVSS 217.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 108), to allow for the acceptance of vendors " OEM body-harness interlock for entrance door and wheelchair door, tied into OEM chassis ADA provisions as equal to Intermotive Gateway."
58	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 108) Entrance Door(s)	We request we be able to provide an interlock connected to the entrance door which will not allow the vehicle to move if the door is opened. We do not have an option that restricts movement based on vehicle speed.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 108) Entrance Door(s): A "walk through" minimum 74" high headroom right front entrance door with a minimum clear entry opening of 28" constructed with top and bottom (or length of door) viewing windows and a heavy duty electric opener shall be provided. An interlock (Intermotive Gateway or compatible equivalent) shall be installed and programmed that prevents the door to be opened or closed unless the vehicle speed equals zero (0). Door leading and sectional edges shall be equipped with approximately 2" extruded rubber edges to form weather-tight seal. Door shall be affixed with hinges that provide corrosion protection and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Entrance door surround (portal) and step well shall be constructed from stainless steel or material with equal corrosion resistant properties. Entrance door shall comply with FMVSS 217.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 108), to allow acceptance of "an interlock connected to the entrance door which will not allow the vehicle to move if the door is opened."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
59	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 110) Emergency Exit Door	The structural door frame is integral to the body steel cage and completely enclosed with no exterior exposure. Our rear door is then riveted to the structural tube with stainless steel rivets. The full length door hinge is stainless steel and the exterior trim surround is constructed of corrosion resistant aluminum extrusion then sealed with a high quality powder coat paint for further corrosion resistance. Please approve.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 110) Emergency Exit Door: Shall be at the rear center of the bus, in compliance with FMVSS and Title 17 NYCRR Part 720.5 requirements. An interior locking device (vandal lock) shall be provided for emergency exit door(s) and an LED driver station warning light shall be provided to indicate when door is locked. A device shall be installed to prevent the engine from starting when the door is locked. Exterior door handle shall be non-locking. Door shall be constructed with two (minimum 12" x 18") windows situated at the top and bottom of door. Door surround (portal) shall be stainless steel or material with equal corrosion resistant properties. Door shall be affixed with stainless steel hinges and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable).	The emergency exit door construction described is approved as meeting the referenced specification (the door surround is defined in the specifications as the portal and not the door).
60	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 112) Driver Barrier	We request the gap between the ceiling and the barrier be changed to allow a gap less than 12".	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 112) Driver Barrier: Driver Barrier constructed of a vertical and horizontal stanchion, a padded modesty panel, and transparent durable plastic material, or Compatible Equivalent, shall be installed directly behind driver seat. A gap between the ceiling and top of the plexiglass shall be 2 inches +- .5inch	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 112), to allow for a gap between the ceiling and the barrier of less than 12".
61	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 114) Interior Paneling	The bus body sidewalls, rear wall and ceiling will be compliant FRP. Please accept that the Driver compartment area, including front vertical overhead panel will be covered with a padded vinyl.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 114) Interior Paneling: Minimum 24-gauge metal (embossed or with bonded vinyl fiberglass), .040" FRP, or Compatible Equivalent finish.	OGS accepts that the "Driver compartment area, including front vertical overhead panel will be covered with a padded vinyl." As described, this meets the referenced specification.
62	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 116) Wheelchair Lift Door(s)	The structural door frame is integral to the body steel cage and completely enclosed with no exterior exposure. Our lift door is then riveted to the structural tube with stainless steel rivets. The full length door hinge is stainless steel and the exterior trim surround is constructed of corrosion resistant aluminum extrusion then sealed with a high quality powder coat paint for further corrosion resistance. Please approve.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 116) Wheelchair Lift Door(s): Install a wheelchair entrance/exit door(s) (special service door) affixed with stainless steel hinges, door trim and fasteners (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Each door shall include a window and a positive fastening device to hold door in the open position ("hold open" feature). The special service door shall be equipped with a locking device (Padlock and hasp are not acceptable). Wheelchair area opening height shall be a minimum of 68". All items, including lighting, shall be in compliance with the Americans with Disabilities Act (ADA) and FMVSS Nos. 403 & 404.	The wheelchair lift door(s) construction described is approved as meeting the referenced specification.
63	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 131) ADA Compliance	We request a list of specific equipment required to meet your intent as we do not meet all ADA requirements.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 131) ADA Compliance: All features required for a demand-response application shall be included in the base vehicle in accordance with 49 CFR Subtitle A Subpart B (excluding paragraphs 38.33 Fare box, 38.35 Public information system, 38.37 Stop request, and 38.39 Destination and route signs.)	OGS declines to provide "a list of specific equipment" that is required to meet the referenced specification. It is the responsibility of the bidder to determine equipment content in their offer so that it is ADA compliant.
64	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 132) Lighting-Driver Dome Light	We request that this specification to be changed to eliminate "producing 6 foot candles when measured at the steering wheel." We meet the specification except related to the candlepower. We have no light that will meet that requirement.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 132) Lighting-Driver Dome Light: An independently controlled LED overhead dome light over driver area producing 6 foot candles when measured at the steering wheel.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 132), to eliminate "producing 6 foot candles when measured at the steering wheel."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
65	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 136) Interior Trim and Padding	does the reference to wheelchair lift support brackets require a lift padding kit requirement, or does the standard NYS 16" standoff dimension apply?	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 136) Interior Trim and Padding: All interior panel joints shall be covered with matching trim strips or moldings and all sharp edges, protrusions, corners etc. shall be finished in such a manner to prevent possible injury. (If vacuum lamination is used, joints shall be securely bonded and provide a finished appearance). Any exposed wheelchair lift support brackets, air conditioner units or other similar items shall be padded to prevent injury.	The reference to "wheelchair lift support brackets" does not mean that a "lift padding kit" that completely envelopes the wheelchair lift is required. The NYS 16" standoff dimension applies.
66	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 147) Air Conditioning	There is an incorrect reference to a 9" dimension for protrusion of the rear evaporator in the bulkhead. We are including a letter from Lawrence Scotto dated October 2010 clarifying this dimension as 12" allowable. Please amend the language, I will include the NYS DOT confirmation of the 12 inch requirement	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 147) Air Conditioning: A low-profile evaporator shall be installed on the rear bulkhead and over the emergency exit door. In the event the rear evaporator is insufficient to produce sufficient BTU and/or CFM requirements, an additional flush mounted evaporator shall be added over the windshield. The cabin evaporator(s) shall include directional and adjustable discharge ports. The rear evaporator shall be installed so as not to intrude from the rear bulk head more than approximately 9" (inches) horizontally into the passenger compartment. Any sharp edges and/or exposed metal associated with the AC unit must have these edges/surfaces appropriately padded to provide for passenger head protection. Aisle height requirements will be measured from a point directly in front of the AC unit. A secondary side mounted evaporator in the cabin is permitted only when system capacity dictates plus the space over the windshield is occupied with a front destination sign. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B147 [LOT J]: DELETE the sentence that begins with "The rear evaporator shall be installed..." and REPLACE with "The rear evaporator shall be installed so as not to intrude from the rear door or window more than 12" (inches) horizontally into the passenger compartment."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
67	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 165) Seating	The inclusion of this language requires that the passenger seat foam meet FTA Docket 90 requirements. This adds considerable cost, lessens usable foam life and also adds 8 pounds per passenger to vehicle weight. The seat fabric specified does not contain this requirement and defaults to FMVSS 302, which is the only requirement for shuttle bus materials. Please remove the ASTM reference and change the seat foam requirement to the standard polyurethane foam which also meets FMVSS 302.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 165) Seating: Entire seat frame, except mounting brackets, shall be enclosed in energy absorbing materials. Seat covers shall be transit grade vinyl, 36 oz. per linear yard (Cameo/Predictions), or Compatible Equivalent, or transit grade fabric produced from Marquesa Lana Yarns-Interweave, Regions, or Bus Textil Level 3, or Compatible Equivalent. All cover materials must meet FMVSS 302 flammability requirements. Seat foam must meet ASTM D-3675 Radiant Flammability Test.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 165), to "remove the ASTM reference and change the seat foam requirement to the standard polyurethane foam."
68	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 176) Chassis Warranty	We request acceptance of the IC (International) chassis warranty. This warranty exceeds the 3 year / 36,000 mile requirement except as follows: Engine warranty 24 months / unlimited miles, brightwork, chassis and paint corrosion (other than the cab) 6 months / unlimited miles	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 176) Chassis Warranty: Minimum of three (3) years, 36,000 miles	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 176), to allow for acceptance of the proposed IC (International) chassis warranty.
69	Attach 1: Specs & Price Pages; LOT J	Part 3: <i>Base Item Specifications</i> (Row 178) Vehicle Body Warranty	(Vendor 1) Please amend the body warranty to a more standard 5 Year / 100,000 miles from the stated 5 Year / 150,000 requirement. (Vendor 2) We request acceptance of our 5 year / 100,000 miles structural warranty. This is the standard warranty available for the Eldorado Aero Elite	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 178) Vehicle Body Warranty: Covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of five (5) years or 150,000 miles.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 178), to allow for a "5 Year / 100,000 mile" warranty.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
70	Attach 1: Specs & Price Pages; LOT J	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 188) Additional Wheelchair Restraint System	Please clarify in regard to the Option request for Additional Wheelchair Restraint System; The spec states Delete Seats (4 max). Does this mean 4 total seats which would total 8 seated positions or does this mean a total of 4 seated positions?	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 188) Additional Wheelchair Restraint System: Delete seats (4 maximum) and price one (1) additional wheelchair station above the quantity required in the base vehicle. Price is per position to includes all belts, floor/ shoulder hardware, and storage container Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B188 [LOT J]: DELETE the first sentence and REPLACE with "Delete the minimum number of seats required for proper spacing (4 maximum) and price one (1) additional wheelchair station above the quantity required in the base vehicle."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
71	Attach 1: Specs & Price Pages; LOT J	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 193) Supplemental ADA Transit Package	Please accept Transign LED destination signs as equal to Twin Vision. In addition, please approve separate request of side LED destination sign size of 8 x 64 to fit in OEM side window.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 193) Supplemental ADA Transit Package: Provide and install the following items (All items to be in compliance with Americans with Disabilities Act): Front and side electronic destination signs – LED type (14 rows and 72 columns minimum) and programmable with a USB key, Twin Vision Mobi-Lite or Compatible Equivalent, interior/exterior PA system, pull cord and touch strips chime signal system (at wheelchair positions), two-way radio pre-wire with 30 amp fused circuit, consisting of roof mounted antenna location access, antenna cable conduit with pull cord, and a dedicated circuit with electrical wire terminating in drivers area. When purchasing this option, the transmission shall be upgraded to the Allison B200 series.	OGS respectfully declines to accept the "Transign LED destination signs" as a Compatible Equivalent to the referenced Twin Vision Mobi-Lite, or to change the referenced specifications. OGS approves a "side LED destination sign size of 8 x 64 to fit in OEM side window" as meeting the referenced specifications.
72	Attach 1: Specs & Price Pages; LOT J	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 197) Fiberglass Seating	No reference to seat belt requirements is made for the CitiSeat section. Are seat belts required when this option is ordered? This impacts the cost and method of ordering these seats. Please advise.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 197) Fiberglass Seating: Provide and install FMVSS certified fiberglass transit style seating (4ONE Gemini model, American Seating (Metropolitan and Insight) models, Freedman CitiSeat model or Compatible Equivalent) in lieu of previously specified base vehicle seating. Seats shall include a plastic back shell, anti-microbial grab rails, and padded, tough to cut vandal resistant inserts.	No, seatbelts are not required when the Fiberglass Seating Optional Equipment is provided under the Contract.
73	Attach 1: Specs & Price Pages; LOT J	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 204) Alternate Transit Flooring	We request the approval of Gerflor Transit flooring that is 2.2mm thick in lieu of the specified Altro product. The Gerflor product offers the specified 15 year warranty to ensure product satisfaction and the details were presented earlier with the request to provide it as standard in lieu of the specified rubber flooring.	Attach 1: <i>Specs & Price Pages</i> ; LOT J (Row 204) Alternate Transit Flooring: In lieu of rubber floor covering, supply an alternate floor covering, to be a smooth slip resistant vinyl with aluminum oxide granules throughout the entire thickness of the wear layer with silicon carbide and base color quartz in the surface layer. The floor covering shall be a minimum of 2.7mm thick. The floor covering is to include a bacteriostat to prevent growth of mold and mildew for the life of the product. Term of warranty shall be 15 years.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT J (Row 204), to allow for approval of "Gerflor Transit flooring that is 2.2mm thick in lieu of the specified Altro product."
74	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 32) General	Request minimum headroom requirement be lowered to 77". We start with 78" headroom but when the floor is added the measurable distance is 77".	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 32) General: Minimum 78" continuous passenger aisle headroom Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B32 [LOT K]: DELETE 78" and replace with 77"</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
75	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 34) Cab	We request approval to provide a cab that does not have a drivers door.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 34) Cab: A standard sedan door on the driver's side shall be OEM chassis supplied. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B34 [LOT K]: DELETE specification and replace with "If provided, the door on the driver's side shall be a standard sedan door supplied by the Chassis OEM. A cab that does not have a drivers side door is also acceptable."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
76	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 37) Engine	We anticipate bidding a Diesel engine that meets the specification. However, we would also like to bid a Propane engine. Would you want this submitted as an alternate bid or have the Propane offering be an upgrade option to the Diesel bid? Propane engine would be 6.8L displacement. 320HP X 460lb ft.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 37) Engine: 6 or 8 cylinder diesel engine with 6.4L minimum displacement, rated at 220 HP x 560 lb. ft. torque or greater	Attachment 1: <i>Specifications and Price Pages</i> ; LOT K, requires a diesel engine as specified in Row 35. A propane engine does not meet this specification and is also not listed as Optional Equipment for Lot K. An alternate bid for LOT K that includes a propane engine in the Transit Bus offered for the Base Item shall be rejected for failure to meet the minimum specifications. Additionally, a propane engine may not be offered as "an upgrade option" to the Transit Bus that is awarded for Lot K. Purchase of Product not specified in the IFB (i.e., Transit Buses and related Optional Equipment) will not be permissible under the resultant Contracts. An Authorized User will need to follow their own procurement rules and regulations when making a non-contract purchase.
77	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 43) Batteries	The battery terminals on the S2C have protective covers on the positive and are pigmented red, but there are no covers on the negative terminals. Please accept this	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 43) Batteries: Dual batteries (minimum 1800 CCA total) which shall have protective rubber jacket at connection terminals (pigmented red to indicate positive and black to indicate negative);	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 43) to allow for "no covers on the negative terminals."
78	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 47) Transmission	The request is for an Allison 2200 PTS 5 speed transmission. The bus we are bidding is built on a Ford F650 chassis, Ford uses it's own transmission, the TorqShift HD 6-speed automatic, it comes with a 5 year 250,000 mile limited warranty, because this is an OEM chassis we are respectfully requesting that this transmission be allowed.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 47) Transmission: Allison 2500 PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better	Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 47), requires "Transmission: Allison <u>2500</u> PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better. The Ford TorqShift HD 6-speed automatic transmission shall be accepted as a Compatible Equivalent for LOT K, provided that it meets the life cycle, vocation, and all warranties specified for LOT K in Attachment 1: <i>Specifications and Price Pages</i> .
79	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 47) Transmission	Please accept Allison 2200 PTS series transmission as compatible equivalent in place of 2500 PTS. The Allison 2200 PTS transmission is classified as a "shuttle bus", and includes a 4 year/unlimited mileage warranty through our chassis manufacturer's agreement with Allison. In addition, the 2200 PTS transmission offers a park pawl for additional safety, which is helpful for drivers not familiar with a neutral-only shifter that relies on the air parking brake being set. The 2500 PTS transmission is rated as a "school bus" transmission, and may result in warranty issues in event of failure. Please review included Allison vocation guide, page 21. Buses with the supplemental ADA package will still offer the B220 transmission, classified as a "transit bus".	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 47) Transmission: Allison 2500 PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 47), to allow for acceptance of the "Allison 2200 PTS series transmission" as a Compatible Equivalent to the specified transmission.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
80	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 47) Transmission	Please verify that the 2550 Model Transmission is acceptable as Compatible or better than the 2500 specified	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 47) Transmission: Allison 2500 PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better	OGS accepts the 2550 Model transmission as a Compatible Equivalent to the specified Allison 2500 transmission.
81	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 47) Transmission	The 2500PTS trans requested does not have a park pawl, and per Allison, this bus can only be used as a school bus or for school bus/no school use which means church/prison/activity bus/academy. Due to the engine power requirements only being 220/560 and GVWR requirements only being 26,000, FCCC recommends staying with the 2200PTS. They stated "it doesn't make any sense in this case to call for a 2500PTS." Please accept the 2200PTS per their advice.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 47) Transmission: Allison 2500 PTS 5 Speed Electronic Automatic Transmission, or Compatible Equivalent or better	OGS respectfully declines to make the requested change to Attachment 1: Specifications and Price Pages; LOT K (Row 47), to allow for acceptance of the Allison "2200 PTS" series transmission.
82	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 54) Brakes	Please accept Bendix AD-IP as equal to AD-9 air dryer.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 54) Brakes: ABS power air brake system in compliance with 49CFR571.121. The air system shall include an air dryer w/ heater; Bendix AD-9 or Compatible Equivalent.	Bendix AD-IP air dryer is approved as a Compatible Equivalent to AD-9.
83	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 56) Tires	The spec calls for 16 ply tires, "which makes no sense since you have bigger sidewalls." The 14 ply tires are more than capable of accommodating the specified GVWR and much more.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 56) Tires: Radial "H" rated 16 ply rib tread front w/mud and snow rear	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 56), to allow for "14 ply tires."
84	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 64) Front Bumper	We request approval to provide a steel front bumper treated with Blue Bird Armor coating.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 64) Front Bumper: Shall be made of, or covered with, a rust proof material. Front bumper may be OEM chrome or high density rubber/plastic (i.e. HELP bumper) and shall be affixed to body using corrosion resistant material hardware with rustproofing applied to finished installation.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 64), to allow approval of "a steel front bumper treated with Blue Bird Armor coating."
85	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 84) Exterior Equipment	While we currently can supply a back up camera, we do not offer bumper sensors. However this option is currently being reviewed and may be available in the future.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 84) Exterior Equipment: Back up radar alarm with 4 bumper mounted sensors. Alarm shall provide an audible alert plus include a dash area mounted LED distance display.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 84), to remove the requirement for "4 bumper mounted sensors."
86	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	(Vendor 1) Please delete the 1 battery under hood phrase. Medium Duty trucks do not provide an under hood battery. (Vendor 2) We are requesting that both batteries be located in the battery box slide out try. This is in accordance with Chassis OEM guidelines. (Vendor 3) We request our chassis manufacturer's standard two batteries mounted in an OEM framemounted box. On this style chassis we cannot mount a battery underneath the hood.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B87 [LOT J]: DELETE "One auxiliary" and CHANGE "battery" to batteries" in first sentence. DELETE last sentence.</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language). Please note that the "stainless steel" requirement for the battery tray remains part of the specifications.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
87	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	(Vendor 1) If a Freightliner is used, please approve the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment as Equal (Vendor 2) Please approve the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment as Equal to specs so that there is no needed modification to the OEM configuration and location	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 87), to allow approval of "the Freightliner OEM Battery Tray mounted on frame rail behind the Driver Compartment." See also Question 86 for changes that were made to the referenced specification.
88	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 87) Batteries	We are requesting that the Battery Tray be powder-coated, this is a non-corrosive material as requested.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 87) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 87), to allow for approval of the battery tray to be "powder-coated." See also Question 86 for changes that were made to the referenced specification.
89	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 90) Rear Bumper	We request approval to provide a steel rear bumper treated with Blue Bird Armor coating.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 90) Rear Bumper: Shall be made of, or covered with, a rust proof material. Rear bumper shall be stainless steel or high density rubber/plastic (i.e. HELP bumper) and shall be affixed to body using corrosion resistant material hardware with rustproofing applied to finished installation.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 90), to allow approval of "a steel rear bumper treated with Blue Bird Armor coating."
90	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	The specification is for rubber flooring. We request approval of Gerflor 2.2mm thick transit flooring offering a 15 year warranty that offers easier cleaning, fully welded joints and excellent wear and safety factors. Product information is included for your consideration	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 105), to allow for approval of "Gerflor 2.2mm thick transit flooring."
91	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	Please accept Gerflor Tarabus Sirius vinyl flooring in lieu of gray ribbed/smooth flooring required in base specification. The Gerflor flooring is more slip-resistant, easier to clean, and has sealed seams resulting in less chance of water/salt intrusion into the subfloor. The floor includes a warranty term of 12 years, and meets all FTA/ADA requirements including FMVSS 302 (fire resistance), Docket 90A (fire resistance), ASTM D 2047 (slip resistance) ASTM D 1204 (dimensional stability), and ISO 9352 (abrasion resistance). The flooring is treated for anti-bacterial and anti-fungus. Offering this as our standard will not affect our ability to offer 2.7mm flooring with a 15 year warranty as listed in the optional equipment section.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 105), to allow for approval of "Gerflor Tarabus Sirius vinyl flooring."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
92	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 105) Floor Assembly	Please accept Advantech 3/4" subfloor, which offers superior water-resistance, extra strength, and additional fastener holding power. Advantech is proven in the transportation industry, and required by many transit agencies due to its superior longevity.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 105) Floor Assembly: Shall be insulated and shall include a minimum 5/8" thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140" thick ribbed on steps (if installed) and in the aisle and .124" thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum belly pan installed on chassis frame. Floor shall be flat from rear of front wheel well to rear of vehicle. Attach 1: Specs & Price Pages, amendments: <u>Cell B105 [LOT J]: After "marine grade plywood" ADD ", 3/4" Advantech sub-floor, or Compatible Equivalent,"</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
93	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 108) Entrance Door(s)	Please accept our OEM body-harness interlock for entrance door and wheelchair door, tied into OEM chassis ADA provisions as equal to Intermotive Gateway. This interlock seamlessly integrates through our OEM chassis multiplex system, resulting in less chance of repair issues. Includes automatic high idle when activating wheelchair lift or low voltage situation. Complies fully with ADA and DOT regulations for interlocks.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 108) Entrance Door(s): A "walk through" minimum 74" high headroom right front entrance door with a minimum clear entry opening of 28" constructed with top and bottom (or length of door) viewing windows and a heavy duty electric opener shall be provided. An interlock (Intermotive Gateway or compatible equivalent) shall be installed and programmed that prevents the door to be opened or closed unless the vehicle speed equals zero (0). Door leading and sectional edges shall be equipped with approximately 2" extruded rubber edges to form weather-tight seal. Door shall be affixed with hinges that provide corrosion protection and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Entrance door surround (portal) and step well shall be constructed from stainless steel or material with equal corrosion resistant properties. Entrance door shall comply with FMVSS 217.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 108), to allow for the acceptance of vendors " OEM body-harness interlock for entrance door and wheelchair door, tied into OEM chassis ADA provisions as equal to Intermotive Gateway."
94	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 108) Entrance Door(s)	We request we be able to provide an interlock connected to the entrance door which will not allow the vehicle to move if the door is opened. We do not have an option that restricts movement based on vehicle speed.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 108) Entrance Door(s): A "walk through" minimum 74" high headroom right front entrance door with a minimum clear entry opening of 28" constructed with top and bottom (or length of door) viewing windows and a heavy duty electric opener shall be provided. An interlock (Intermotive Gateway or compatible equivalent) shall be installed and programmed that prevents the door to be opened or closed unless the vehicle speed equals zero (0). Door leading and sectional edges shall be equipped with approximately 2" extruded rubber edges to form weather-tight seal. Door shall be affixed with hinges that provide corrosion protection and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Entrance door surround (portal) and step well shall be constructed from stainless steel or material with equal corrosion resistant properties. Entrance door shall comply with FMVSS 217.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 108), to allow acceptance of "an interlock connected to the entrance door which will not allow the vehicle to move if the door is opened."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
95	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 110) Emergency Exit Door	The structural door frame is integral to the body steel cage and completely enclosed with no exterior exposure. Our rear door is then riveted to the structural tube with stainless steel rivets. The full length door hinge is stainless steel and the exterior trim surround is constructed of corrosion resistant aluminum extrusion then sealed with a high quality powder coat paint for further corrosion resistance. Please approve.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 110) Emergency Exit Door: Shall be at the rear center of the bus, in compliance with FMVSS and Title 17 NYCRR Part 720.5 requirements. An interior locking device (vandal lock) shall be provided for emergency exit door(s) and an LED driver station warning light shall be provided to indicate when door is locked. A device shall be installed to prevent the engine from starting when the door is locked. Exterior door handle shall be non-locking. Door shall be constructed with two (minimum 12" x 18") windows situated at the top and bottom of door. Door surround (portal) shall be stainless steel or material with equal corrosion resistant properties. Door shall be affixed with stainless steel hinges and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable).	The emergency exit door construction described is approved as meeting the referenced specification (the door surround is defined in the specifications as the portal and not the door).
96	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 112) Driver Barrier	We request the gap between the ceiling and the barrier be changed to allow a gap less than 12".	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 112) Driver Barrier: Driver Barrier constructed of a vertical and horizontal stanchion, a padded modesty panel, and transparent durable plastic material, or Compatible Equivalent, shall be installed directly behind driver seat. A gap between the ceiling and top of the plexiglass shall be 2 inches +- .5inch	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 112), to allow for a gap between the ceiling and the barrier of less than 12".
97	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 114) Interior Paneling	The bus body sidewalls, rear wall and ceiling will be compliant FRP. Please accept that the Driver compartment area, including front vertical overhead panel will be covered with a padded vinyl.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 114) Interior Paneling: Minimum 24-gauge metal (embossed or with bonded vinyl fiberglass), .040" FRP, or Compatible Equivalent finish.	OGS accepts that the "Driver compartment area, including front vertical overhead panel will be covered with a padded vinyl." As described, this meets the referenced specification.
98	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 116) Wheelchair Lift Door(s)	The structural door frame is integral to the body steel cage and completely enclosed with no exterior exposure. Our lift door is then riveted to the structural tube with stainless steel rivets. The full length door hinge is stainless steel and the exterior trim surround is constructed of corrosion resistant aluminum extrusion then sealed with a high quality powder coat paint for further corrosion resistance. Please approve.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 116) Wheelchair Lift Door(s): Install a wheelchair entrance/exit door(s) (special service door) affixed with stainless steel hinges, door trim and fasteners (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Each door shall include a window and a positive fastening device to hold door in the open position ("hold open" feature). The special service door shall be equipped with a locking device (Padlock and hasp are not acceptable). Wheelchair area opening height shall be a minimum of 68". All items, including lighting, shall be in compliance with the Americans with Disabilities Act (ADA) and FMVSS Nos. 403 & 404.	The wheelchair lift door(s) construction described is approved as meeting the referenced specification.
99	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 131) ADA Compliance	We request a list of specific equipment required to meet your intent as we do not meet all ADA requirements.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 131) ADA Compliance: All features required for a demand-response application shall be included in the base vehicle in accordance with 49 CFR Subtitle A Subpart B (excluding paragraphs 38.33 Fare box, 38.35 Public information system, 38.37 Stop request, and 38.39 Destination and route signs.)	OGS declines to provide "a list of specific equipment" that is required to meet the referenced specification. It is the responsibility of the bidder to determine equipment content in their offer so that it is ADA compliant.
100	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 132) Lighting-Driver Dome Light	We request that this specification to be changed to eliminate "producing 6 foot candles when measured at the steering wheel." We meet the specification except related to the candlepower. We have no light that will meet that requirement.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 132) Lighting-Driver Dome Light: An independently controlled LED overhead dome light over driver area producing 6 foot candles when measured at the steering wheel.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 132), to eliminate "producing 6 foot candles when measured at the steering wheel."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
101	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 136) Interior Trim and Padding	does the reference to wheelchair lift support brackets require a lift padding kit requirement, or does the standard NYS 16" standoff dimension apply?	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 136) Interior Trim and Padding: All interior panel joints shall be covered with matching trim strips or moldings and all sharp edges, protrusions, corners etc. shall be finished in such a manner to prevent possible injury. (If vacuum lamination is used, joints shall be securely bonded and provide a finished appearance). Any exposed wheelchair lift support brackets, air conditioner units or other similar items shall be padded to prevent injury.	The reference to "wheelchair lift support brackets" does not mean that a "lift padding kit" that completely envelopes the wheelchair lift is required. The NYS 16" standoff dimension applies.
102	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 147) Air Conditioning	There is an incorrect reference to a 9" dimension for protrusion of the rear evaporator in the bulkhead. We are including a letter from Lawrence Scotto dated October 2010 clarifying this dimension as 12" allowable. Please amend the language, I will include the NYS DOT confirmation of the 12 inch requirement	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 147) Air Conditioning: A low-profile evaporator shall be installed on the rear bulkhead and over the emergency exit door. In the event the rear evaporator is insufficient to produce sufficient BTU and/or CFM requirements, an additional flush mounted evaporator shall be added over the windshield. The cabin evaporator(s) shall include directional and adjustable discharge ports. The rear evaporator shall be installed so as not to intrude from the rear bulk head more than approximately 9" (inches) horizontally into the passenger compartment. Any sharp edges and/or exposed metal associated with the AC unit must have these edges/surfaces appropriately padded to provide for passenger head protection. Aisle height requirements will be measured from a point directly in front of the AC unit. A secondary side mounted evaporator in the cabin is permitted only when system capacity dictates plus the space over the windshield is occupied with a front destination sign. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B147 [LOT K]: DELETE the sentence that begins with "The rear evaporator shall be installed..." and REPLACE with "The rear evaporator shall be installed so as not to intrude from the rear door or window more than 12" (inches) horizontally into the passenger compartment."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
103	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 165) Seating	The inclusion of this language requires that the passenger seat foam meet FTA Docket 90 requirements. This adds considerable cost, lessens usable foam life and also adds 8 pounds per passenger to vehicle weight. The seat fabric specified does not contain this requirement and defaults to FMVSS 302, which is the only requirement for shuttle bus materials. Please remove the ASTM reference and change the seat foam requirement to the standard polyurethane foam which also meets FMVSS 302.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 165) Seating: Entire seat frame, except mounting brackets, shall be enclosed in energy absorbing materials. Seat covers shall be transit grade vinyl, 36 oz. per linear yard (Cameo/Predictions), or Compatible Equivalent, or transit grade fabric produced from Marquesa Lana Yarns-Interweave, Regions, or Bus Textil Level 3, or Compatible Equivalent. All cover materials must meet FMVSS 302 flammability requirements. Seat foam must meet ASTM D-3675 Radiant Flammability Test.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 165), to "remove the ASTM reference and change the seat foam requirement to the standard polyurethane foam."
104	Attach 1: Specs & Price Pages; LOT K	Part 3: <i>Base Item Specifications</i> (Row 179) Vehicle Body Warranty	Please amend the body warranty to a more standard 5 Year / 100,000 miles from the stated 5 Year / 150,000 requirement.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 179) Covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of five (5) years or 150,000 miles.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 179), to allow for a "5 Year / 100,000 mile" warranty.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
105	Attach 1: Specs & Price Pages; LOT K	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 187) Additional Wheelchair Restraint System	Please clarify in regard to the Option request for Additional Wheelchair Restraint System; The spec states Delete Seats (4 max). Does this mean 4 total seats which would total 8 seated positions or does this mean a total of 4 seated positions?	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 187) Additional Wheelchair Restraint System: Delete seats (4 maximum) and price one (1) additional wheelchair station above the quantity required in the base vehicle. Price is per position to includes all belts, floor/ shoulder hardware, and storage container Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B187 [LOT K]: DELETE the first sentence and REPLACE with "Delete the minimum number of seats required for proper spacing (4 maximum) and price one (1) additional wheelchair station above the quantity required in the base vehicle."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
106	Attach 1: Specs & Price Pages; LOT K	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 192) Supplemental ADA Transit Package	Please accept Transign LED destination signs as equal to Twin Vision. In addition, please approve separate request of side LED destination sign size of 8 x 64 to fit in OEM side window.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 192) Supplemental ADA Transit Package: Provide and install the following items (All items to be in compliance with Americans with Disabilities Act): Front and side electronic destination signs – LED type (14 rows and 72 columns minimum) and programmable with a USB key, Twin Vision Mobi-Lite or Compatible Equivalent, interior/exterior PA system, pull cord and touch strips chime signal system (at wheelchair positions), two-way radio pre-wire with 30 amp fused circuit, consisting of roof mounted antenna location access, antenna cable conduit with pull cord, and a dedicated circuit with electrical wire terminating in drivers area. When purchasing this option, the transmission shall be upgraded to the Allison B200 series.	OGS respectfully declines to accept the "Transign LED destination signs" as a Compatible Equivalent to the referenced Twin Vision Mobi-Lite, or to change the referenced specifications. OGS approves a "side LED destination sign size of 8 x 64 to fit in OEM side window" as meeting the referenced specifications.
107	Attach 1: Specs & Price Pages; LOT K	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 196) Fiberglass Seating	No reference to seat belt requirements is made for the CitiSeat section. Are seat belts required when this option is ordered? This impacts the cost and method of ordering these seats. Please advise.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 196) Fiberglass Seating: Provide and install FMVSS certified fiberglass transit style seating (4ONE Gemini model, American Seating (Metropolitan and Insight) models, Freedman CitiSeat model or Compatible Equivalent) in lieu of previously specified base vehicle seating. Seats shall include a plastic back shell, anti-microbial grab rails, and padded, tough to cut vandal resistant inserts.	No, seatbelts are not required when the Fiberglass Seating Optional Equipment is provided under the Contract.
108	Attach 1: Specs & Price Pages; LOT K	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 205) Alternate Transit Flooring	We request the approval of Gerflor Transit flooring that is 2.2mm thick in lieu of the specified Altro product. The Gerflor product offers the specified 15 year warranty to ensure product satisfaction and the details were presented earlier with the request to provide it as standard in lieu of the specified rubber flooring.	Attach 1: <i>Specs & Price Pages</i> ; LOT K (Row 205) Alternate Transit Flooring: In lieu of rubber floor covering, supply an alternate floor covering, to be a smooth slip resistant vinyl with aluminum oxide granules throughout the entire thickness of the wear layer with silicon carbide and base color quartz in the surface layer. The floor covering shall be a minimum of 2.7mm thick. The floor covering is to include a bacteriostat to prevent growth of mold and mildew for the life of the product. Term of warranty shall be 15 years.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT K (Row 205), to allow for approval of "Gerflor Transit flooring that is 2.2mm thick in lieu of the specified Altro product."
109	Attach 1: Specs & Price Pages; LOT L	General	Please accept the attached floorplan for Lot L	Attach 1: <i>Specs & Price Pages</i> ; Figures	The proposed floorplan that was submitted by the vendor is accepted as matching the floorplan specifications on the "Figures" worksheet in Attachment 1: <i>Specifications and Price Pages</i> for Lot L.
110	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 43) Electrical	We request approval for three (3) maintenance free batteries with 1,950 total CCA, located on the road side of the chassis, accessible through the road side driver entrance step/ running board.	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 43) Electrical: Dual batteries (minimum 1800 CCA total) which shall have protective rubber jacket at connection terminals (pigmented red to indicate positive and black to indicate negative);	The proposed battery configuration meets that minimum specifications of the referenced specification.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
111	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 54) Brakes	We request acceptance of the Bendix Bendix AD-IP air dryer with heater. This is the chassis OEM supplied air dryer. Information on the Bendix AD-IP air dryer is attached.	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 54) Brakes: ABS power air brake system in compliance with 49CFR571.121. The air system shall include an air dryer w/ heater; Bendix AD-9 or Compatible Equivalent.	Bendix AD-IP air dryer is approved as a Compatible Equivalent to AD-9.
112	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 56) Tires	We request approval to provide our chassis OEM standard Michelin, 265/70R19.5, 14 ply, load range G tires	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 56) Tires: Radial "H" rated 16 ply rib tread front w/mud and snow rear	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT L (Row 56), to allow the acceptance of the proposed "Michelin, 265/70R19.5, 14 ply, load range G tires."
113	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 71) Exterior Equipment	We request approval to remove the requirement for rear tow hooks. The chassis OEM are not allowed by the chassis OEM. Front tow hooks will be provided.	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 71) Exterior Equipment: Rear tow hooks Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B71 [LOT L]: DELETE specification and REPLACE with "Intentionally left blank."</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
114	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 88) Batteries	We request approval to provide three batteries in the chassis OEM battery box mounted in the driver entry steps. The low floor design does not allow placement of a skirt mounted battery box.	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 88) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B88 [LOT L]: DELETE "One auxiliary" and CHANGE "battery" to batteries" in first sentence. DELETE last sentence.</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language). The proposed battery configuration meets that minimum specifications of the revised referenced specification.
115	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 100) Interior Mirror	We request acceptance of a 6" x 9" convex interior rear view mirror mounted to the windshield header in place of the 6" x 30" mirror specified. The specifications require the interior mirror and an interior storage compartment with a door in the front cap. A 6" x 30" interior rear view mirror will not fit on our front header access door and there is no room above or below the door to mount the 6" x 30" mirror. The 6" x 9" convex mirror meets NYDOT requirements.	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 100) Interior Mirror: Rear view mirror 6x30" shall be provided	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT L (Row 100), to allow for acceptance of "a 6" x 9" convex interior rear view mirror mounted to the windshield header in place of the 6" x 30" mirror specified."
116	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 112) Interior Paneling	We are requesting approval for our standard interior panels fabricated of 1/4" thick gray melamine	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 112) Interior Paneling: Minimum 24-gauge metal (embossed or with bonded vinyl fiberglass), .040" FRP, or Compatible Equivalent finish.	OGS accepts the proposed "standard interior panels fabricated of 1/4" thick gray melamine" as a Compatible Equivalent to the referenced specification.
117	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 113) Insulation	We request approval to use 1 1/2" fiberglass insulation with an R-5 value. This is our standard insulation and will maintain interior temperatures as required	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 113) Insulation: Fiberglass, resin-hardened-honeycomb (FRP) material, polyurethane, or closed cell EPS foam insulation in walls and ceiling (minimum R-value of R-6).	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT L (Row 113), to allow for the acceptance of the "use 1 1/2" fiberglass insulation with an R-5 value."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
118	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 168) Chassis Warranty	We request acceptance of the IC (International) chassis warranty. This warranty exceeds the 3 year / 36,000 mile requirement except as follows: Engine warranty 24 months / unlimited miles, brightwork, chassis and paint corrosion (other than the cab) 6 months / unlimited miles	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 168) Chassis Warranty: Minimum of three (3) years, 36,000 miles	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT L (Row 168), to allow for acceptance of the proposed IC (International) chassis warranty.
119	Attach 1: Specs & Price Pages; LOT L	Part 3: <i>Base Item Specifications</i> (Row 170) Vehicle Body Warranty	We request acceptance of our 4 year / 100,000 miles structural warranty. This is the only warranty available for the Eldorado Passport	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 170) Vehicle Body Warranty: Covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of five (5) years or 150,000 miles.	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT L (Row 170), to allow for a "4 Year / 100,000 mile" warranty.
120	Attach 1: Specs & Price Pages; LOT L	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 187) Fiberglass Seating	We request approval to provide an option for American Seating Insight series seats as well as the 4ONE seats	Attach 1: <i>Specs & Price Pages</i> ; LOT L (Row 187) Fiberglass Seating: Provide and install FMVSS certified fiberglass transit style seating (4ONE Gemini model, American Seating (Metropolitan and Insight) models, Freedman CitiSeat model or Compatible Equivalent) in lieu of previously specified base vehicle seating. Seats shall include a plastic back shell, anti-microbial grab rails, and padded, tough to cut vandal resistant inserts.	The referenced specification as written allows for "American Seating (Metropolitan and Insight) models."
121	Attach 1: Specs & Price Pages; LOT M	General	Please Accept the attached floorplan for Lot M	Attach 1: <i>Specs & Price Pages</i> ; Figures	The proposed floorplan that was submitted by the vendor is accepted as matching the floorplan specifications on the "Figures" worksheet in Attachment 1: <i>Specifications and Price Pages</i> for Lot M.
122	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 89) Batteries	We request that the requirement for one battery to be left under the hood be deleted. Both batteries are located in the skrt mounted battery box on this type of bus.	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 89) Batteries: One auxiliary battery shall be mounted in an easily accessible fully enclosed and properly ventilated battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. One OEM battery shall be located under the hood. Attach 1: <i>Specs & Price Pages</i> , amendments: <u>Cell B89 [LOT M]: DELETE "One auxiliary" and CHANGE "battery" to batteries" in first sentence. DELETE last sentence.</u>	Attachment 1: <i>Specifications and Price Pages</i> has been revised to make the changes indicated in Column E (see red and underlined language).
123	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 101) Interior Mirror	We request acceptance of a 6" x 9" convex interior rear view mirror mounted to the windshield header in place of the 6" x 30" mirror specified. The specifications require the interior mirror and an interior storage compartment with a door in the front cap. A 6" x 30" interior rear view mirror will not fit on our front header access door and there is no room above or below the door to mount the 6" x 30" mirror. The 6" x 9" convex mirror meets NYDOT requirements.	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 101) Interior Mirror: Rear view mirror 6x30" shall be provided	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT M (Row 101), to allow for acceptance of "a 6" x 9" convex interior rear view mirror mounted to the windshield header in place of the 6" x 30" mirror specified."

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
124	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 113) Interior Paneling	We are requesting approval for our standard interior panels fabricated of 1/4" thick gray melamine	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 113) Interior Paneling: Minimum 24-gauge metal (embossed or with bonded vinyl fiberglass), .040" FRP, or Compatible Equivalent finish.	OGS accepts the proposed "standard interior panels fabricated of 1/4" thick gray melamine" as a Compatible Equivalent to the referenced specification.
125	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 114) Insulation	We request approval to use 1 1/2" fiberglass insulation with an R-5 value. This is our standard insulation and will maintain interior temperatures as required	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 114) Insulation: Fiberglass, resin-hardened-honeycomb (FRP) material, polyurethane, or closed cell EPS foam insulation in walls and ceiling (minimum R-value of R-6).	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT M (Row 114), to allow for the acceptance of the "use 1 1/2" fiberglass insulation with an R-5 value."
126	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 167) Chassis Warranty	We request approval for a chassis warranty of 2 years / 50,000 miles	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 167) Chassis Warranty: Minimum of three (3) years, 36,000 miles	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT M (Row 167), to allow for a "2 Year / 50,000 mile" warranty.
127	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 167) Chassis Warranty	We request approval of the Cummins ISB Engine warranty for urban and shuttle applications. This warranty is two years / unlimited miles	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 167) Chassis Warranty: Minimum of three (3) years, 36,000 miles	OGS respectfully declines to make the requested change to Attachment 1: <i>Specifications and Price Pages</i> ; LOT M (Row 167), to allow for a "two years / unlimited miles" warranty.
128	Attach 1: Specs & Price Pages; LOT M	Part 3: <i>Base Item Specifications</i> (Row 169) Vehicle Body Warranty	(Vendor) requests the specification language be amended to read as follows: Contractor to provide a body and body-structure which shall consist of the components that are bolted or riveted to the structure, such as: exterior panels, interior panels, roof, ceiling, and driver's barrier. The body and body structure are warranted to be free from defects, related defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first. Chassis Structure- Consists of all components that are welded together to form the main frame (skeleton) and body construction, and are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 failure for a period of 12 (twelve) years or 500,000 miles, whichever comes first. This is an industry standard.	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 169) Vehicle Body Warranty: Covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of five (5) years or 150,000 miles.	OGS respectfully declines to make the requested changes to Attachment 1: <i>Specifications and Price Pages</i> ; LOT M (Row 169) Vehicle Body Warranty language.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
129	Attach 1: Specs & Price Pages; LOT M	Part 4: <i>Optional Equipment Specifications and Pricing</i> (Row 186) Fiberglass Seating	We request approval to provide an option for American Seating Insight series seats as well as the 4ONE seats	Attach 1: <i>Specs & Price Pages</i> ; LOT M (Row 186) Fiberglass Seating: Provide and install FMVSS certified fiberglass transit style seating (4ONE Gemini model, American Seating (Metropolitan and Insight) models, Freedman CitiSeat model or Compatible Equivalent) in lieu of previously specified base vehicle seating. Seats shall include a plastic back shell, anti-microbial grab rails, and padded, tough to cut vandal resistant inserts.	The referenced specification as written allows for "American Seating (Metropolitan and Insight) models."
130	Attach 2: <i>Bid Documents (Electronic)</i>	Section A: <i>Bid Submittal Checklist</i>	Question #5 asks if the bid includes an electronic (on CD) version of Attachment 3: Bid Documents (Electronic). What is this attachment? The posted Attachment 3 is "Bid Documents (Paper)."	Attachment 2: <i>Bid Documents (Electronic)</i> , Section A: <i>Bid Submittal Checklist</i> , Question 5. <u>Attachment 2: Bid Documents (Electronic)</u> . Does the bid include an electronic (on CD) version of Attachment 3: <i>Bid Documents (Electronic)</i> , completed? This attachment includes the two (2) sections listed below. Note: Do not submit a PDF version of this document. Do not split the individual tabs contained in this attachment into a separate Excel document for each section; a) Section A: Bid Submittal Checklist b) Section B: General Questions	The reference to "Attachment 3" in Question 5 is a typo. That sentence in Question 5 should read "Does the bid include an electronic (on CD) version of Attachment 2: Bid Documents (Electronic), completed?" Please ensure that Attachment 2: <i>Bid Documents (Electronic)</i> and Attachment 3: <i>Bid Documents (Paper)</i> are submitted with your bid in accordance with IFB Section V.2 <i>Bid Format and Content</i> .
131	Attach 4: <i>Insurance Requirements</i>	Section A <i>Conditions Applicable to Insurance</i> , Paragraph 3 <i>Certificates of Insurance/ Notices</i>	(Vendor) requests the specification language be amended to read as follows: "certificate shows limits and deductibles as required in this RFP". The following list, as stipulated, is exhaustive: Certificates are required to "disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required..." This requires (Vendor) to provide required amendatory endorsements to OGS. (Vendor) requests to remove this requirement as certificates should suffice as proof of coverage.	Attach 4: <i>Insurance Requirements</i> , Section A <i>Conditions Applicable to Insurance</i> , Paragraph 3 <i>Certificates of Insurance/ Notices</i> Certificates of Insurance shall: <input type="checkbox"/> Be in the form acceptable to OGS (ie: an ACORD); <input type="checkbox"/> Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this solicitation, or any Contract resulting from this solicitation; <input type="checkbox"/> Specify the Additional Insureds and Named Insured as required herein; <input type="checkbox"/> Refer to this solicitation, and/or any Contract resulting from this solicitation, by number and any other attachments on the face of the certificate; and <input type="checkbox"/> Be signed by an authorized representative of the insurance carrier or producer. (See Attachment 4 <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements</i> , Section A <i>Conditions Applicable to Insurance</i> , Paragraph 3 <i>Certificates of Insurance/ Notices</i> . As stated in the Attachment 4: <i>Insurance Requirements</i> opening paragraph, "The prospective awardee shall be required to procure, at its sole cost and expense, all insurance required by this Section and, unless otherwise required by this Section, provide proof of the same within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation."
132	Attach 4: <i>Insurance Requirements</i>	Section A <i>Conditions Applicable to Insurance</i> , Paragraph 5 <i>Policy Renewal/ Expiration</i>	RFP currently states that any Contract resulting from this solicitation requires evidence of renewal or replacement policies of insurance with terms no less favorable than the expiring policies. (Vendor) requests the specification language be amended to read as follows: if there was any subsequent contract, it will need to be reviewed prior to signing the contract as to mitigate the event that the insurance requirements may change from this solisitation.	Attach 4: <i>Insurance Requirements</i> , Section A <i>Conditions Applicable to Insurance</i> , Paragraph 5 <i>Policy Renewal/ Expiration</i> At least thirty (30) days prior to the expiration of any policy required by this solicitation, or any Contract resulting from this solicitation, evidence of renewal or replacement policies of insurance with terms no less favorable than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above. (See Attachment 4: <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements</i> , Section A <i>Conditions Applicable to Insurance</i> , Paragraph 5 <i>Policy Renewal/ Expiration</i> . The referenced Paragraph refers to renewal or replacement of the insurance policies provided by the Bidder in response to IFB 23013. If a Bidder is awarded a Contract, the terms of the IFB, (including the insurance requirements), shall be incorporated into the resultant Contract, which will be presented under separate cover.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
133	Attach 4: <i>Insurance Requirements</i>	Section A <i>Conditions Applicable to Insurance, Paragraph 6 Self-Insured Retention/ Deductibles</i>	(Vendor) request clarifying the maximum deductible permitted as (Vendor) has deductibles are higher than the stated amount. Requires certificates to disclose any deductibles or SIRs above \$100,000 which are subject to approval from OGS.	Attach 4: <i>Insurance Requirements, Section A Conditions Applicable to Insurance, Paragraph 6 Self-Insured Retention/ Deductibles</i> Certificates of Insurance must indicate deductibles or self-insured retentions above \$100,000, which are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements, Section A Conditions Applicable to Insurance, Paragraph 6 Self-Insured Retention/ Deductibles</i> . As stated in the referenced Paragraph, "Certificates of Insurance must indicate deductibles or self-insured retentions above \$100,000, which are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed."
134	Attach 4: <i>Insurance Requirements</i>	Section A <i>Conditions Applicable to Insurance, Paragraph 7 Subcontractors</i>	(Vendor) requests approval to remove any references to "subcontractors" as this does not apply. If (Vendor) will be using subcontractors for this project we need to advise and have agreement from the insurer before the contract is signed.	Attach 4: <i>Insurance Requirements, Section A Conditions Applicable to Insurance, Paragraph 7 Subcontractors</i> . During the term of any Contract resulting from this solicitation, should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of any Contract resulting from this solicitation the insurance requirements of this document on the Subcontractor, as applicable. Proof thereof shall be supplied to OGS in accordance with the requirements of this Section.	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements, Section A Conditions Applicable to Insurance, Paragraph 7 Subcontractors</i> . The referenced Paragraph shall apply to a Contractor should the Contractor engage a Subcontractor during the term of any Contract resulting from this solicitation.
135	Attach 4: <i>Insurance Requirements</i>	Section B <i>Insurance Requirements, Paragraph 1 Commercial General Liability Insurance</i>	(Vendor) requests approval to remove any references to "independent contractors" as this does not apply. If (Vendor) will be using independent contractors for this project we need to advise and have agreement from the insurer before the contract is signed.	Attach 4: <i>Insurance Requirements, Section B Insurance Requirements, Paragraph 1 Commercial General Liability Insurance</i> . Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from bodily injury, premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. (See Attachment 4: <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements, Section B Insurance Requirements, Paragraph 1 Commercial General Liability Insurance</i> . The referenced Paragraph shall apply to a Contractor should the Contractor engage an independent contractor during the term of any Contract resulting from this solicitation.

Q#	Solicitation Document	Document Section	Vendor Question	Referenced Clause or Specification	OGS Response
136	Attach 4: <i>Insurance Requirements</i>	Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i>	(Vendor) requests having the below requirements clarified and removed as these do not apply to (Vendor): Requires (Vendor)'s CGL policy to include the following: explosion, collapse, and underground hazards; contractor means and methods; and liability resulting from Section 240 and 241 of the New York State Labor Law.	Attach 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i> . Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from bodily injury, premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. Coverage shall include, but not be limited to, the following: • explosion, collapse, and underground hazards; • contractor means and methods; and • liability resulting from Section 240 and 241 of the New York State Labor Law. (See Attachment 4: <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i> . A Contractor under award 23013 shall be required to obtain and maintain Commercial General Liability Insurance with the minimum requirements set forth in the referenced section.
137	Attach 4: <i>Insurance Requirements</i>	Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i>	Requires products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work. (Vendor) requests the specification language be amended to read as follows: providing products\completed operations for a 12 month term and are renewable on an annual basis for the contract's duration.	Attach 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i> Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this solicitation or any Contract resulting from this solicitation. (See Attachment 4: <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 1 <i>Commercial General Liability Insurance</i> . This Section imposes a contractual obligation that the Contractor maintain products/completed operations coverage for three (3) years after their work under the Contract has been completed. A Contractor may meet this requirement with an annual renewal of a policy.
138	Attach 4: <i>Insurance Requirements</i>	Section B <i>Insurance Requirements</i> , Paragraph 2 <i>Business Automobile Liability Insurance</i>	(Vendor)'s requests having the below requirement clarified and removed as it does not apply to (Vendor). Requires (Vendor) to carry auto coverage for the removal of hazardous waste.	Attach 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 2 <i>Business Automobile Liability Insurance</i> If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached. (See Attachment 4: <i>Insurance Requirements</i> for complete referenced Section)	OGS respectfully declines to make the requested change to Attachment 4: <i>Insurance Requirements</i> , Section B <i>Insurance Requirements</i> , Paragraph 2 <i>Business Automobile Liability Insurance</i> . As stated in the referenced Paragraph, pollution liability coverage shall only be required "If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials." It is noted that the resultant Transit Bus Contracts shall not involve such removal or transportation.