



**REQUEST FOR PROPOSALS
HEAVY DUTY BUSES**

DULUTH TRANSIT AUTHORITY

Addendum #3

Please note that the Proposal due date has been changed to Thursday, December 10, 2020.

October 30, 2020

1. Please note: **The Proposal due date HAS BEEN CHANGED to 2:00 P.M. ON THURSDAY, DECEMBER 10, 2020.** Please change all references to the Proposal due date accordingly.
2. Approved Equals. Please note that those items that are accepted as an approved equal are selected individually by the purchasing agency at the time of placing an order under the Contract.
 - a. The Luminator Mobile Video System, RR-AHD8 DVR system is an approved equal.
 - b. Luminator Gen 4 signs and Luminator Twin Vision Smart Series III are approved equals.
 - c. Floor Hatch: El Dorado request for a floor hatch un the curbside upper deck under the row of seats ahead of the rear most bench seats is approved.
 - d. Michelin 255/70R 22.5 tires are accepted as an approved equal.
 - e. Allison 4000/4200 Series transmission is an accepted approved equal.
 - f. Voith DIWA.8 NXT transmission is accepted as an approved equal.
 - g. Ametek Dixson C-Com 2G CAN-Communicator is accepted as an approved equal.
 - h. Parker Hoses for hydraulic fluids and lubricating oils, fuel and antifreeze are accepted as approved equals.
 - i. Meritor RS-23-160 drive axle is accepted as an approved equal.
 - j. Meritor RC-23-160 drive axle is accepted as an approved equal.
 - k. Bendix AD-9 Air Dryer is accepted as an approved equal.
 - l. The FogMaker Fire Suppression system is an approved equal.
 - m. The United Safety and Survivability G2A Driver's Seat is an approved equal.
 - n. The United Safety and Survivability Gemini Passenger Seats are an approved equal.

3. Clarification: Please revise the following:

- a. General Specifications, Paragraph K(3), page 54. Change to delivery timeline for training videos from prior to delivery of the first bus to the following:

Within thirty days after delivery of the first production bus, the Contractor shall deliver the following training videos to the DTA and/or Participating Agency on CD or DVD with periodic updates and changes to all manuals:+

4. Clarification: Section G, General Specifications Warranty Guarantee+(page 49) notes that the Warranty begins at the time of final acceptance of the last bus+. However, paragraph 1.1 of the Warranty Requirements in the Technical Specifications (page 59) further clarifies that the warranty period starts with the acceptance of the last Coach of each production run or the day each coach is put into revenue service, whichever comes first.+ DTA will not waive the requirement for the warranty to begin at the final acceptance of the last bus, but will add the following:

~~%a~~ In the event that production or delivery of the coaches are delayed under a Force Majeure event prior to the all coaches being completed and delivered, the warranty period for the partial coach delivery shall begin upon acceptance of the last coach delivered or on the date each coach is placed into revenue service, whichever comes first.+ When production and delivery restarts after a Force Majeure event, the warranty period for the remaining coaches to be delivered shall be when the last coach is delivered or the date when each coach is placed into revenue service, whichever comes first.+

5. Clarification: New Flyer requests the following:

~~%a~~ Minor/Major Warranty covered repairs should be carried out by DTA and reimbursed by the contractor through our on-line Customer Warranty Portal. New Flyer is available to assist in completing these warranty covered repairs when it is beyond the DTA's scope of expertise.+

~~%a~~ Major Component Warranty repairs should be carried out by the equipment suppliers (engine, transmission, HVAC, Destination Sign and Battery suppliers) in order to adhere to their mandate that all warranty repairs be performed by an authorized dealer unless the property is an authorized warranty center. If the DTA elects to perform these repairs without the written permission of the original equipment manufacturer, the remaining warranty coverage may be voided.+

Response:

Please note paragraph 2.0 of the Technical Specifications (page 62):

~~%a~~ 2.1 Repair Performance.

At its option, the procuring agency or its designated representative may require the Contractor or its designated representative to perform Warranty covered repairs that are clearly beyond the scope of the procuring agency's capabilities. The work may be done by the procuring agency's personnel with reimbursement by the Contractor.+

The DTA and the Participating Agencies are aware of the respective manufacturer's warranty restrictions on components of the buses and are responsible for knowing the benefits and the risks when determining whether the respective agency will undertake any Warranty covered repairs.

Because there is a possibility of multiple Contractors on this Contract, each of whom may have different procedures for documenting and performing Warranty repairs, the DTA acknowledges that the New Flyer Customer Warranty Portal is an accepted process for documenting Warranty repairs on New Flyer vehicles, as are standard Warranty procedures from other Contractors that meet the intent of the Contract Documents.

6. Clarification:

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

Response: Note that the Contract clause 2.1 ~~%a~~ Repair Performance+ includes a ~~%a~~ designated representative+ to perform Warranty covered repairs. An equipment supplier or a designated authorized dealer can be interpreted as a ~~%a~~ designated representative+ for this provision.

7. Clarification:

New Flyer requests the following; ~~%a~~ Fleet Defect does not apply to major components (engine, transmission and HVAC). Major component manufacturers will not recognize and/or participate in Fleet

Defect clauses, however, if the Fleet Defect percentage is reached in a major component, New Flyer will fully support and assist you with obtaining a remedy from the major component manufacturer.+

Response:

Note Section I(1) of the General Specifications (page 52): %A Fleet Defect is defined as a cumulative failure of 20 percent (20%) in the same components in the same or similar application where such items are covered by Warranty. A Fleet Defect shall only apply to the Warranty period.+

The definition does not differentiate from a major component, a subcomponent of a major component or other components of the bus. Fleet Defects can be remedied by the Manufacturer or the component manufacturer, as applicable. The DTA accepts that the bus manufacturer will facilitate a remedy from the major component manufacturer. However, the Contractor is not relieved of its responsibility to ensure that bus meets the performance requirements of the Contract, and does not waive any warranty guarantees as specified in the Contract.

8. Clarification:

New Flyer requests: %New Flyer's online warranty system, New Flyer Customer Warranty Portal, enables customers to submit warranty claims more quickly and efficiently and allows New Flyer warranty claims administrators to process the claims even faster. Because of the efficiencies gained from the Customer Warranty Portal, New Flyer requests your approval to submit all warranty claims through the Customer Warranty Portal for reimbursement in lieu of deducting the cost of labor and material from compensation due to the Contractor.+

Response: Please note that Section G, paragraph 5 states, that %the DTA Project Manager shall, upon written notice to the Contractor, have authority to deduct the cost of labor and material incurred by DTA itself in making such repairs from any compensation due the Contractor. In the event the Contractor has been paid, the Contractor agrees to reimburse DTA for the costs thereof.+

This provision does not preclude the Participating Agency to use a warranty portal or other standard process offered by a bus Manufacturer. The provision gives the Project Manager the authority to withhold costs incurred by the Participating Agency as a remedy if the Manufacturer doesn't comply with a valid request. It is a discretionary remedy, not a required remedy for the Participating Agency.

9. Correction:

Section H, %Warranty Provisions+, paragraph 1. The warranty period is one-year or 50,000 miles, whichever comes first. Please revise the following:

%a. The complete bus, propulsion system, components, major subsystems and body and chassis structure are to be warranted free from defects and related defects for ~~eight (18) months~~ twelve months or 50,000 miles, whichever comes first +

10. Clarification: Section H, Warranty Provisions, paragraph 7 (page 50):

The Contractor shall reimburse the Warranty claim no later than sixty days after the claim is submitted and the defective parts are received by the Contractor, is so requested:

7. The Contractor shall reimburse/respond to the Warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after DTA submits the claim and defective part(s) **are received by the Contractor**, when requested. The Warranty reimbursement shall include towing, travel and all related expenses, as applicable. The parties

should reconcile all outstanding warranty claims at least once per quarter throughout the entire warranty period.

11. Clarification: Evaluation Criteria

Included in the Evaluation Criteria is Other, ~~%~~Other items deemed necessary; may include, but are not limited to, the Proposer's completeness and clarity of the Proposal, use of subcontractors, adherence or deviations from the RFP instructions, Proposal organization, and other factors as deemed necessary by the Evaluation Committee.

12. Clarification: New Flyer requests acknowledgement that ~~%~~the New Flyer warranty claim period is 30 days from the date of failure and any claims submitted later than 30 days will automatically be denied. This claim period supports our goal of getting your buses up and running as soon as possible and enables us to submit the claims to the supplier sooner for your reimbursement.+

DTA acknowledges that the claims should be submitted within 30 days from the date of failure. However, it will not accept the provision that any claims submitted later than 30 days will automatically be denied. Failures may require a review time to determine the root cause, which could delay the claim beyond 30 days. Please insert the following language in Section H of the General Specifications:

~~%~~20. DTA shall submit Warranty claims within 30 days of the date the failure, unless the nature of the failure requires additional time to diagnose and evaluate the scope of the failure. If the DTA requires additional time to process a claim, the DTA will notify the Contractor within 30 days of the date of the failure of the pending claim. Contractor will allow an extension of an additional 30 days from the date of the failure to file the Warranty claim.

13. Correction: Please revise the warranty period for the Brake System (excluding friction material) in the Technical Specifications as follows:

SUBSYSTEM AND COMPONENT WARRANTY WHICHEVER COMES FIRST

Brake system (excluding friction material) 2 years 100,000 miles

14. When possible, the DTA will provide shop space for Contractor to complete warranty repairs for work that will not take longer than 10 days to complete. Work exceeding 10 days must be completed elsewhere unless approved by the DTA Director of Maintenance.

15. Please ADD the following to Section 2.2 to the Technical Specifications, ~~%~~Repairs by Contractor:

The procuring agency will provide shop space for Contractor to complete Warranty repairs for work that will not take longer than 10 days to complete. Work estimated to exceed 10 days must be completed at the Contractor's designated facility, which may be a third party provider, unless otherwise agreed to by the procuring agency Director of Maintenance or designee.

16. New Flyer's request to provide a 40-foot CNG bus that performs at 36 mph on a gradeability at SLW is approved.

17. New Flyers request to provide 40-foot diesel buses which perform at 34 mph on a gradeability of 5% at GVWR is approved.
18. New Flyers request to provide 40-foot CNG buses which perform at 31 mph on a gradeability of 5% at GVWR is approved.
19. New Flyers request to provide 40-foot CNG buses which perform at 17.5 mph on a gradeability of 8.5% at GVWR is approved.
20. New Flyers request to provide diesel buses with an overall height of 126-inches is approved.
21. New Flyers request to provide CNG buses with an overall height of 133-inches is approved.
22. New Flyers request to provide 35-foot buses with an overall length, including bumpers of 36.25 feet is approved.
23. Axalta Imron Elite high solids polyurethane exterior paint is accepted as an approved equal.
24. 3M 680 CR-10 reflective decals are accepted as an approved equal.
25. 3M 180C-10 non reflective decals are accepted as an approved equal.
26. DTA acknowledges that placement of coach numbers on the roof of CNG buses are subject to the final bus configuration.
27. ABS 0.15-inch thick Thermoplastic ceiling panels are accepted as an approved equal.
28. New Flyers request to provide a body structure in which all parts are welded to the frame untreated prior to zinc priming is accepted as an approved equal.
29. New Flyers request to provide grit blasting in lieu of SP6 is accepted as an approved equal, provided the process includes masking of any finished surfaces that may be exposed during the process.
30. Tufcote UC-1006 Waterborne Chip Resistant undercoating is accepted as an approved equal, and precludes the asphalt based mastic requirement.
31. New Flyers request to install sub-flooring before it is undercoated but after priming is accepted as an approved equal.
32. A single recessed mounted license plate positioned at the rear engine compartment and a second license plate holder bolted in a space at the rear engine compartment is accepted as an approved equal.
33. Charcoal Grey Gloss divider panels are accepted as an approved equal.
34. New Flyers request to provide floor to wall transitions that do not include cove moldings except near the rear wheelhouses is accepted as an approved equal.
35. New Flyers request to provide symmetrical transmission and drive shaft access panels with pop locks that align with the hatch frame holes is accepted as an approved equal.

36. New Flyers request to provide front and rear wheelhouse tubs constructed of 18 gauge 201 type stainless steel, 7 gauge stainless steel on the vertical panels on the center tubs, and 11 gauge stainless steel on the rear tub is accepted as an approved equal.
37. Front door opening of 33.8-inch clear width is accepted as an approved equal.
38. J.W. Speaker LED assembly with high and low beam in a single assembly are accepted as an approved equal.
39. Front directional signals that are integrated with the headlight assembly and rectangle side turn signals measuring 2-inches by 5-inches are accepted as an approved equal.
40. Four vertically mounted lights at the rear end of the bus in lieu of the requirements of Section 1.1.3, Lighting Controls and Instruments is accepted as an approved equal.
41. Due to the large number of approved equal requests, additional addenda will be issued shortly. An additional extension to the due date will also be determined at a later date.

Additional clarifications and approved equals will be provided on a subsequent addendum.