

ADDENDUM
4
RFB2007-021-GWJ

60 FOOT DIESEL HYBRID TRANSIT BUS
40 FOOT DIESEL HYBRID TRANSIT BUS

BID OPENING DATE OCTOBER 4, 2006

Page 3 – Offeror Compliance Form

Line: BID BOND PERCENT: 5% PERFORM BOND 100%

Has been changed to:

BID BOND PERCENT: 5% PERFORM BOND **10%**

Page 2 of 19 – Scope – the section under SCOPE that reads:

The City of Albuquerque requests bids for the manufacture and delivery of Transit System buses in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract.

Has been changed to read as follows:

The City of Albuquerque requests bids for the manufacture and delivery of Transit System buses in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract. **The units obtained from this bid will be of the latest design. Transit wants to present a look that separates the past from a new spirit in mass transportation. The articulated buses will remain as the standard square front units.**

Page 11 – INTERCHANGEABILITY – the paragraph that reads:

Base upon approval of a Pilot Bus all Vehicles delivered in the Base Order under this Contract, whether provided by Subcontractor or suppliers, or manufactured by the Contractor shall be duplicates in design, manufacture, and installation to assure interchangeability among Buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the Buses. The City of Albuquerque will consider changes such as product improvements on a case-by-case basis. All such changes shall be processed in accordance with the Changes Section of the document. The Contractor shall not modify any vehicle approved on the Pilot Bus, including any of the listed Vehicles contained on the Technical submittal, which was submitted with the Offer, except by Change Order.

Has been changed to read:

Base upon approval of a Pilot Bus all Vehicles delivered in the Base Order under this Contract, whether provided by Subcontractor or suppliers, or manufactured by the Contractor shall be duplicates in design, manufacture, and installation to assure interchangeability among Buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the Buses. **The Transit Department would like to see the first built and approve the layout. However, delivery time is the major concern. The City would accept a “like” make and model very similar unit to review at the pre-production meeting and note any changes at that time. The important items to the city are exterior appearance, interior layout, and handling characteristics. The Notice to Proceed will be issued and the production run could start.** The City of Albuquerque will consider changes such as product improvements on a case-by-case basis. All such changes shall be processed in accordance with the Changes Section of the document. The Contractor shall not modify any vehicle approved on the Pilot Bus, including any of the listed Vehicles contained on the Technical submittal, which was submitted with the Offer, except by Change Order.

Page 5 – Standard Bus Technical

Turning Radius (Outside)	44’ w/305 tires	38.6’ w/305 tires
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Has been changed to read:

Turning Radius (Outside)	44’ w/305 tires	38.6’ w/305 tires
	<p>The articulated bus pivots at the center of two 30’ bodies. As defined, articulated means that rear most axle follows the steer axle footprint.</p>	<p>The articulated bus pivots at the center of two 30’ bodies. As defined, articulated means that rear most axle follows the steer axle footprint</p>

Page 6 – Standard Bus Technical

Axles	MAN	MAN
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Has been changed to read:

Axles	MAN	MAN
	<p>The City of Albuquerque defines what an equal means. It is the responsibility of the vendor to provide evidence of the equality of the product to be supplied. For any request of equal products must be submitted to the City of Albuquerque.</p>	<p>The City of Albuquerque defines what an equal means. It is the responsibility of the vendor to provide evidence of the equality of the product to be supplied. For any request of equal products must be submitted to the City of Albuquerque.</p>

Page 40 – Section 5.2.4.6 – FARE COLLECTION – In reference to your question:

Please clarify whether the Contractor is responsible to purchase and install the GFI Odyssey Farebox and/or the ancillary equipment specified or only the provision of space and provisions so that Farebox equipment can be installed by GFI and/or the City after deliver.

The City of Albuquerque response:

The contractor is responsible for obtaining, installing, and make the unit completely functional.

Page 41-42 – Section 5.2.5.1.2 – Arrangements and Seat Style

1st paragraph, reads as follows:

The passenger seating arrangement in the bus shall be such that seating capacity is maximized and in compliance to the following requirements The City of Albuquerque recognizes that ramp location, foot room, hip-to-knee room, doorway type and width, seat construction, floor level type, seat spacing requirements, etc. intimately affect seating capacity and layout. Passenger seats shall be arranged in a transverse, two-position forward facing configuration at the front section of the bus, and in longitudinal rows facing the centerline of the bus with one row of transverse, forward facing seats provided at the rear of the bus. Longitudinal seating shall meet the requirements in Section 5.4.5.1.3 except that armrest shall be provided between every other seating position at the same location as vertical passenger assists defined in Section 5.4.5.2.6. Each seat shall have a minimum width of 17 inches, not including the armrest. Seating capacity with this arrangement shall be no less than 43-seated passengers, not including the operator, with the specified seating arrangement. The passenger seats in the front section shall be equipped with padded inserts and those in the rear (aft of the rear/exit door) shall be equipped with non-padded inserts. Note that all applicable seat dimensions specified below shall be measured with pad fully depressed. Hip-to-knee room measured from the front of one seat back horizontally across the highest part of the seat to the seat or panel immediately in front, shall be no less than 28 inches. At all seating positions in paired transverse seats immediately behind other seating positions hip-to-knee room shall be no less than 28 inches. In order to maximize seating capacity without unduly affecting passenger comfort, minor variations in the required hip-to-knee room well be allowed in limited areas. All such areas shall be identified to the City of Albuquerque prior to bid for approval. Foot room, measured at the floor forward from a point vertically below the frond of the seat cushion, shall be no less than 14 inches. Seats immediately behind the wheel housings and modesty panels may have foot room reduced, provided the wheelhouse is shaped so that it may be used as a footrest or the design of modesty panel effectively allows for foot room. Thickness of the transverse eats back shall be minimized at the bottom to increase passenger knee room and passenger capacity. The area between the longitudinal seat backs and the attachment to the bus sidewalls shall be designed to prevent debris accumulation.

Has been changed to read:

The passenger seating arrangement in the bus shall be such that seating capacity is maximized and in compliance to the following requirements The City of Albuquerque recognizes that ramp location, foot room, hip-to-knee room, doorway type and width, seat construction, floor level type, seat spacing requirements, etc. intimately affect seating capacity and layout. Passenger seats shall be arranged in a transverse, two-position forward facing configuration at the front section of the bus, and in longitudinal rows facing the centerline of the bus with one row of transverse, forward facing seats provided at the rear of the bus. Longitudinal seating shall meet the requirements in Section 5.4.5.1.3 except that armrest shall be provided between every other seating position at the same location as vertical passenger assists defined in Section 5.4.5.2.6. Each seat shall have a minimum width of 17 inches, not including the armrest. Seating capacity with this arrangement shall be no less than **40' up to 39 seated and 60' up to 62 seated**, passengers, not including the operator, with the specified seating arrangement. The passenger seats in the front section shall be equipped with padded inserts and those in the rear (aft of the rear/exit door) shall be equipped with non-padded inserts. Note that all applicable seat dimensions specified below shall be measured with pad fully depressed. Hip-to-knee room measured from the front of one seat back horizontally across the highest part of the seat to the seat or panel immediately in front, shall be no less than 28 inches. At all seating positions in paired transverse seats immediately behind other seating positions hip-to-knee room shall be no less than 28 inches. In order to maximize seating capacity without unduly affecting passenger comfort, minor variations in the required hip-to-knee room will be allowed in limited areas. All such areas shall be identified to the City of Albuquerque prior to bid for approval. Foot room, measured at the floor forward from a point vertically below the front of the seat cushion, shall be no less than 14 inches. Seats immediately behind the wheel housings and modesty panels may have foot room reduced, provided the wheelhouse is shaped so that it may be used as a footrest or the design of modesty panel effectively allows for foot room. Thickness of the transverse seats back shall be minimized at the bottom to increase passenger knee room and passenger capacity. The area between the longitudinal seat backs and the attachment to the bus sidewalls shall be designed to prevent debris accumulation.

Page 48 – Section 5.2.5.3.1 – PASSENGER DOORS

In reference to your question:

Approval for a slide-glide rear door due to the requirement for a 36-inch clear opening.

The City of Albuquerque response:

The City of Albuquerque defines what an equal means. It is the responsibility of the vendor to provide evidence of the equality of the product to be supplied. For any request of equal products must be submitted to the City of Albuquerque. The rear door is to close after a passenger has exited the bus and prevent entrance from a back door.

Page 63 – Section 5.2.7.7 – FLOOR LEVEL HEATING

In reference to your question:

Approval to delete the requirement for floor ducts across the length of the bus. NABI proposes to sue under seat heaters to provide floor level heating.

The City of Albuquerque response:

The Transit Department wishes to keep the floor as free as possible to aid in the cleaning process.

Page 19 of 19

An additional paragraph has been added, and reads as follows:

ASSIGNMENT OF OPTIONS:

The purchaser may assign part or all of any option quantity of buses up to the maximum offered by the contractor to another transit property of governmental entity under inter-governmental contracting procedures. The assignment of the deliverable buses under the option shall be in accordance with the terms of this contract. The assignment shall be in writing, signed between Purchaser and the assignee, and approved by the contractor. Any assignment must be entered into before delivery to the Purchaser of the last bus in the base quantity of buses. The City of Albuquerque intends to purchase over the next five year period an additional 25 – 60’ Diesel hybrid articulated buses per the attached specifications and an additional 60 – 40’ Diesel hybrid buses as per the attached specification.

Page 14 – 15

4. Reimbursement for Labor. The City of Albuquerque shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a Per Hour rate of \$60.00, plus the cost of towing the bus if action was necessary.

Has been changed to read:

4. Reimbursement for Labor. The City of Albuquerque shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a Per Hour rate of **\$70.00**, plus the cost of towing the bus if action was necessary.
-

Page 3 – C. Spare Parts: The Contractor warrants each spare part furnished under the Contract against Defects for one year after the part is installed on the Bus.

Has been changed to read:

- C. *Spare Parts*: The Contractor warrants each spare part furnished under the Contract against Defects for one year after the part is **purchased from the vendor**.
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Page 7 – B. *Repairs by the City of Albuquerque*: If the City of Albuquerque decides in its sole discretion to perform warranty-covered repairs, it shall make such repairs using Contractor specified Vehicles supplied by the Contractor specifically for this repair. Warranty claims for repairs covered b this warranty shall be submitted by the City of Albuquerque to the contractor for reimbursement and/or replacement of Vehicles used in effecting repairs on a regular basis. Contractor shall pay the City of Albuquerque’s Labor Rate (\$60.00 per hour), including any required overtime, at the time of the incident for all City of Albuquerque labor required to make the repair.

Has been changed to read:

B. *Repairs by the City of Albuquerque*: If the City of Albuquerque decides in its sole discretion to perform warranty-covered repairs, it shall make such repairs using Contractor specified Vehicles supplied by the Contractor specifically for this repair. Warranty claims for repairs covered b this warranty shall be submitted by the City of Albuquerque to the contractor for reimbursement and/or replacement of Vehicles used in effecting repairs on a regular basis. Contractor shall pay the City of Albuquerque’s Labor Rate (**\$70.00 per hour**), including any required overtime, at the time of the incident for all City of Albuquerque labor required to make the repair.

Page 8 - A. *Reimbursement for Labor*: The Contractor shall reimburse the City of Albuquerque for all labor associated with the diagnosis and making of repairs. The labor amount shall be determined by multiplying the number of labor hours actually required to diagnose and make the repair by the City of Albuquerque Labor Rate (\$60.00 per hour). Contractor shall also pay the cost of towing the Bus if such action is necessary. The diagnostic time shall be capped at a maximum of 2 hours, except in the case of electrical problems or failure of the on-bus diagnostic system in which case the actual time incurred shall be compensated, or if the maintenance manual calls for more time. Should the contractor request the City of Albuquerque to transport buses to a vendor/Subcontractor for repairs, the Contractor shall reimburse the City of Albuquerque for all expenses incurred including, but not limited to, labor, fuel and towing. Also, the Contractor shall assume all liability for damage from the time the Bus is released from the City of Albuquerque custody until it is returned to the City of Albuquerque custody. Reimbursement to the City of Albuquerque’s option may be in form of credits for future purchases.

Has been changed to read:

A. *Reimbursement for Labor:* The Contractor shall reimburse the City of Albuquerque for all labor associated with the diagnosis and making of repairs. The labor amount shall be determined by multiplying the number of labor hours actually required to diagnose and make the repair by the City of Albuquerque Labor Rate (**\$70.00 per hour**). Contractor shall also pay the cost of towing the Bus if such action is necessary. The diagnostic time shall be capped at a maximum of 2 hours, except in the case of electrical problems or failure of the on-bus diagnostic system in which case the actual time incurred shall be compensated, or if the maintenance manual calls for more time. Should the contractor request the City of Albuquerque to transport buses to a vendor/Subcontractor for repairs, the Contractor shall reimburse the City of Albuquerque for all expenses incurred including, but not limited to, labor, fuel and towing. Also, the Contractor shall assume all liability for damage from the time the Bus is released from the City of Albuquerque custody until it is returned to the City of Albuquerque custody. Reimbursement to the City of Albuquerque's option may be in form of credits for future purchases.

Page 9 and 10 – FLEET DEFECT STATUS

A Fleet Defect is defined as the failure of any Lowest Level Replaceable Vehicle (LLRU), in 50% of the Bus Fleet covered by this Contract from the time the first Bus is accepted until the expiration of the warranty applicable to that Vehicle on the last Bus accepted by the City of Albuquerque in the Bus Fleet. The "Bus Fleet" shall consist of the number of Buses accepted by the City of Albuquerque at the time of any notice to Contractor of a Fleet Defect, but not less than 50% of the base order. For the purposes of Fleet Defects, each Option Order shall be created as a separate Bus Fleet. In addition should there be a change in a major component within either base order or an Option Order, the Buses containing that new major component shall become a separate Bus Fleet, for the purposes of Fleet Defect. The Contractor at its sole cost shall furnish, install and replace Fleet Defect Vehicles in up to 100 percent of the Bus Fleet, including those Buses yet to be delivered and Buses for which warranty has already expired, with new or rebuilt Vehicles of improved design. New Buses yet to be delivered or accepted shall contain new Vehicles of improved design. Improved design Vehicles shall meet or exceed all performance requirements. All LLRU is defined as the minimum Vehicle that must be removed from a Bus to affect a repair. (Example: If an engine bearing must be replaced, the engine must be removed to replace the bearing, therefore the LLRU is the engine). In the example given, it's not the City of Albuquerque's intention to require the Contractor to perform necessary modifications to improve reliability of the LLRU (in this case, the engine) to the required level. Contractor shall update, as necessary, technical support information (parts, service, and operator's manuals) due to changes resulting from warranty repairs. This must be accomplished in a 30-day time frame. A Defect in design resulting in a safety hazard shall immediately upon discovery be deemed to be a Fleet Defect and the Contractor, at its sole cost, shall furnish, install and replace all defective Vehicles. The Fleet Defect provisions shall not apply to Fleet effects caused by City of Albuquerque's non-compliance with the Contractor's minimum recommended normal preventative maintenance practices and procedures as contained in then current

maintenance manuals supplied by Contractor to City of Albuquerque; provided, however, the contractor, if any denial of Fleet Defect status must demonstrate by adequate proof that City of Albuquerque did not comply, and if adequate proof is not provided the Fleet Defect provisions shall apply.

Has been changed to read:

FLEET DEFECT STATUS

A Fleet Defect is defined as the failure of any Lowest Level Replaceable Vehicle (LLRU), in **25%** of the Bus Fleet covered by this Contract from the time the first Bus is accepted until the expiration of the warranty applicable to that Vehicle on the last Bus accepted by the City of Albuquerque in the Bus Fleet. The "Bus Fleet" shall consist of the number of Buses accepted by the City of Albuquerque at the time of any notice to Contractor of a Fleet Defect, but not less than **25%** of the base order. For the purposes of Fleet Defects, each Option Order shall be created as a separate Bus Fleet. In addition should there be a change in a major component within either base order or an Option Order, the Buses containing that new major component shall become a separate Bus Fleet, for the purposes of Fleet Defect. The Contractor at its sole cost shall furnish, install and replace Fleet Defect Vehicles in up to 100 percent of the Bus Fleet, including those Buses yet to be delivered and Buses for which warranty has already expired, with new or rebuilt Vehicles of improved design. New Buses yet to be delivered or accepted shall contain new Vehicles of improved design. Improved design Vehicles shall meet or exceed all performance requirements. All LLRU is defined as the minimum Vehicle that must be removed from a Bus to affect a repair. (Example: If an engine bearing must be replaced, the engine must be removed to replace the bearing, therefore the LLRU is the engine). In the example given, it's not the City of Albuquerque's intention to require the Contractor to perform necessary modifications to improve reliability of the LLRU (in this case, the engine) to the required level. Contractor shall update, as necessary, technical support information (parts, service, and operator's manuals) due to changes resulting from warranty repairs. This must be accomplished in a 30-day time frame. A Defect in design resulting in a safety hazard shall immediately upon discovery be deemed to be a Fleet Defect and the Contractor, at its sole cost, shall furnish, install and replace all defective Vehicles. The Fleet Defect provisions shall not apply to Fleet effects caused by City of Albuquerque's non-compliance with the Contractor's minimum recommended normal preventative maintenance practices and procedures as contained in then current maintenance manuals supplied by Contractor to City of Albuquerque; provided, however, the contractor, if any denial of Fleet Defect status must demonstrate by adequate proof that City of Albuquerque did not comply, and if adequate proof is not provided the Fleet Defect provisions shall apply.

Page 10 4. A Fleet Defect is defined as 20% of the delivered fleet.

Has been changed to read:

4. A Fleet Defect is defined as **25%** of the delivered fleet.
-

Page 6 of Section 5.6 ATTACHMENTS: TECHNICAL PROVISIONS

Transmission Allison E⁵⁰ Drive™ Allison E⁵⁰ Drive™

Has been changed to read:

Transmission Allison E⁴⁰ Drive™ Allison E⁵⁰ Drive™

Page 17 CITY OF ALBUQUERQUE requests: Allison E⁵⁰ hybrid drive

Has been changed to read:

CITY OF ALBUQUERQUE requests: Allison E⁵⁰ hybrid drive **and EV40**

Page 26 Section 5.1.5.4 AIR RESERVOIRS

All air reservoirs shall meet the requirements of FMVSS Standard 121 and SAE Standard J10 and shall be equipped with clean-out plugs and guarded or flush type drain valves. Major structural members shall protect these valves and any automatic moisture ejector valves from road hazards. Reservoirs shall be sloped toward the drain valve. All air reservoirs shall have brass drain valves which discharge below floor level with lines routed to eliminate the possibility of water traps and/or freezing in the drain line.

Has been changed to read:

5.1.5.4 AIR RESERVOIRS

All air reservoirs shall meet the requirements of FMVSS Standard 121 and SAE Standard J10 and shall be equipped with clean-out plugs and guarded or flush type drain valves. Major structural members shall protect these valves and any automatic moisture ejector valves from road hazards. Reservoirs shall be sloped toward the drain valve. All air reservoirs shall have brass drain valves which **are heated “Spitter valve” on the wet tank.**

Page 31 Section 5.2.2.1.13 Fare box

If the driver’s platform is higher than 12 inches, then the fare box is to be mounted on platform of suitable height to provide accessibility for operator without compromising passenger’s access.

Has been changed to read:

If the driver's platform is higher than 12 inches, then the fare box is to be mounted on platform of suitable height to provide accessibility for operator without compromising passenger's access. **The vendor is to furnish and install the farebox.**

Page 34 – CITY OF ALBUQUERQUE requests: Romeo or Transpec impact bumpers

Has been changed to read:

CITY OF ALBUQUERQUE **requires:** Romeo or Transpec impact bumpers

Page 39 – CITY OF ABLUQUERQUE requests: Altro Zephyr 2207

Has been changed to read:

CITY OF ABLUQUERQUE **requires: Altro 2207 color determined at pre-construction conference)**

Page 41 CITY OF ALBUQUERQUE requests: GFI Odyssey, 41" tall with tall cash box, bill accelerator feature, base, and electronic lock key

Has been changed to read:

CITY OF ALBUQUERQUE **requires:** GFI Odyssey, 41" tall with tall cash box, bill accelerator feature, base, and electronic lock key

Page 42 CITY OF ALBUQUERQUE requests: American Seating Model 6468, shell to be 1782 Beige, Holdsworth B03BR, and VR-50 padded front and CR-50 unpadded rear

Has been changed to read:

CITY OF ALBUQUERQUE: **American Seating Model 6468, Holdsworth and VR-50 padded front and CR-50 unpadded rear (finalize at pre construction conference)**

Page 47 CITY OF ALBUQUERQUE requests: 31" minimum clear span opening

Has been changed to read:

CITY OF ALBUQUERQUE requests: 36" minimum clear span opening
(meeting all ADA requirements)

Page 47 CITY OF ALBUQUERQUE requests: 36” minimum clear opening

Has been changed to read:

CITY OF ALBUQUERQUE requests: 36” minimum clear opening
(meeting all ADA requirements)

Page 57 CITY OF ALBUQUERQUE requests: Bostrom Talladega LSO with swivel, Motion Master, and dual dampening. Seat covering – Taupe #905

Has been changed to read:

CITY OF ALBUQUERQUE **requires:** Bostrom Talladega LSO with swivel, Motion Master, and dual dampening. Seat covering – Taupe #905

Page 102 These specifications take preference over the technical spec item for the 60’ only

Has been changed to read:

These specifications **are in addition for the technical** spec item for the 60’ only

Page 103 These specifications take preference over the technical spec item for the 40’ only

Has been changed to read:

These specifications **are in addition for the technical** take preference over the technical spec item for the 40’ only

Page 11 – INTERCHANGEABILITY

Question: When is the Pilot Bus due? How many days will the pilot be reviewed and changes b made before production buses are expected – considering lead-time for parts? What mechanism for review will be put into place for review? Daily?

The City of Albuquerque response:

A pilot bus is not required, provided that a unit is available if the same make and model that the City of Albuquerque can inspect, make changes, and approve.

Page 12 – Parts and Availability Guarantee

“The Contractor hereby guarantees to provide, within a 72 hour time period of time, the spare parts...”

Would the City of Albuquerque accept a list of standard maintenance parts to be delivered in the required time period? The OE would work to get non-standard maintenance parts quickly but could not guarantee them as they may be controlled by other entities such as the engine, HVAC or transmission supplier for which the OE has minimal control.

The City of Albuquerque response:

Provision acceptance after city and vendor review the proposal.

Page 13 – Production Continuity

States “.....Bus series numbers shall be sequential.”

COA requires bus to be built separate from the fleet. The OE can assume that the sequence can be broken for the pilot?

The City of Albuquerque response:

Correct

Title Page

The Title reflects the purchase of both a 40’ and a 60’ bus.

MTS requests a clarification that the City of Albuquerque does not require a bidder to provide both a 40’ and a 60’ bus, but can procure the 40’ from one OEM and the 60’ bus from another.

If not, this, along with other specifications, limits the bidding to one OEM which may not be in the best interest of the City of Albuquerque or constitute fair bidding practices.

The City of Albuquerque response:

Bid to be awarded on a group price for both 40’ and 60’ that are Altoma tested and FTA/ADA compliant.

Page 7 Section Bus Testing

Please clarify the requirement of the Altoona testing is either the accepted APTA, FTA as per page 7 or a more restrictive requirement as per the bold letter by ABQ-RIDE.

The City of Albuquerque response:

Te City of Albuquerque requires the Altoona final test for each and every make and model bid at the time of the bid.

Page 6 – General 5.1.1 Scope

Spec requires: “The vehicle provided must operate in these conditions without anyPower loss”

Noted that section 5.1.1.6 Operating Environment requires “Degradation of performance due to atmospheric conditions shall be minimized.

These appear to be conflicting requirements. However, not aware of any engine OE which will certify the engine performance from sea level to altitudes “up to 9,000 feet” without any degradation in performance. Most engines OEs certify the engine performance from 0 to 3,000 feet above sea level.

The City of Albuquerque response:

The use of hybrid drive and certain engines can meet the city requirements.

Page 14 5.2.1.6 – Fuel Economy

“The bus shall achieve an average fuel economy of 6.00 miles per gallon....”

It notes that the wording requires a guarantee. It is assumed that the configurations of the buses to be provided to ABQ-RIDE are the ones requiring such a guarantee. Due to the fact that the entire system is specified by ABQ-RIDE, the OE can not make such a guarantee. Therefore, requests the mileage rating be labeled as a design goal, not a guarantee.

The City of Albuquerque response:

Engine scans prepared by the OEM can approximate the engine operation.

Page 65 - Section Passenger Information and Advertising

Spec requires: “....sized (City of Albuquerque to specify width)....”

Requests specific sizes be given. Not knowing this information makes it difficult, if not impossible, to price and supply the proper equipment.

The City of Albuquerque response:

The minimum size is 8 ½” by 14”

Page 78 - SPECIFICATIONS FOR MODEL 6468

Requests the approval of the Irwin Transportation Seating Company (ITSC) model i299 as an equal to the specified seat. The ITSC model i299 meets or exceeds all performance criteria indicated in the specifications.

This seat model has been in continuous revenue service throughout the US for the past eighteen 910 years, in both rail and bus applications.

ITSC has all tooling related to the production of this seat along with all drawings and technical information. Irwin Transportation Seating advises that the i299 model seating proposed for this project is in full compliance with all specification.

A description and literature of this model flow. Additional information, including test result and a more detailed description by type of seat are available upon request.

The City of Albuquerque response:

Irwin seating is acceptable, but the City of Albuquerque prefers the American Seating 6468.

Page 88 – SPORTSWORKS BIKE RACKS

Noted this section is unclear as to the requirement for a two or three-place bike rack and to the exact finish – both painted and stainless are listed. Requests clarification as to the type and configuration of the Sportswork bike rack required.

The City of Albuquerque response:

Sportswork – 3 bike rack in black

Page 99 – SLIDE-GLIDE DOOR SYSTEM

Spec requires: “.....doors shall be bi-parting Slide-Glide....”

Requests approval to provide rear doors with either a conventional hinged door or a panograph door system. These are the same door systems currently I use by ABQ-Ride today on RTS buses.

The City of Albuquerque response:

The city requires the rear door to close when a passenger is not exiting the bus.

Page 103 - EQUIPMENT REQUIRED FOR THE 40' BUSES ONLY

Spec requires: "Automated Passenger Counter (APC) compatible with current system already installed at ABQ-RIDE."

Requests the name of the manufacturer of the current system at ABQ-RIDE in order to be compatible.

The City of Albuquerque response:

Accepted make and model # to be supplied.

Page 99 – SLIDE-GLIDE DOOR SYSTEM

Spec requires: "... a single pneumatic differential door engine manufactured by Vapor..."

Notes that the pneumatic door motor on the RTS bus are manufactured by Vapor. However, the front, slide-glide door uses a dual motor set. Requests the approval to provide the dual motor set as manufactured by Vapor Corp.

The City of Albuquerque response:

Accepted if compatible with Class system.

Page 3

Requests a significant reduction in the required performance bond value, and requests that the value not exceed 10%.

The City of Albuquerque response:

The performance bond will be reduced to 10% of the total bid price. Liquidated damages will be \$250.00 per unit per day.

Page 2 of 19 – Scope

The Contract shall be a firm-fixed price Contract.

Confirmation that if option buses area applicable, that these vehicles would be subject to an appropriate PPI adjustment. To obtain firm-fixed costs from suppliers, given today's volatility

for such items as fuel, steel, aluminum, copper, etc. makes it impossible to hedge on how much a product will truly cost 1-2 years from the point of contract execution.

As such, we respectfully request that option buses be subject to the U.S. Department of Labor, Bureau of Labor Statistics Category #1413 for Truck and Bus bodies.

Please confirm that this is an acceptable proposal as the PPI can also work in favor of the procuring agency.

The City of Albuquerque response:

The unit cost will be increased to cover mandated changes, materials increased cost or contract requirements. See the Terms and Conditions section of this package. Documented proof of increase will be required.

Page 5 of 19 – Special Provisions – Pricing Schedule – Payment

Please confirm whether or not taxes (and if so, what type and percentage) should be added to the bid pricing to ensure coverage?

The City of Albuquerque response:

The requirement to cover any tax charge in bid price is the contractor's responsibility. The City therefore, will not advise on tax items.

Page 12 – Parts Availability Guaranty

The Contractor hereby guarantees to provide, within a 72 hour period of time, the spare parts, software and all equipment to maintain and repair the buses supplied under this contract for a period of at least 10 years after the date of acceptance.

The Procuring Agency may request that the Contractor supply new parts for warranty covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 0 work days of receipt of the request for said parts.

The ten (10) day lead time is in the event the parts cannot be sourced through regular channels.

The City of Albuquerque response:

City will accept a maximum of 3 days per parts covered under warranty.

Page 15 – No. 5. Reimbursement for Parts. The City of Albuquerque shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25% handling costs.

Has been changed to read:

5. Reimbursement for Parts. The City of Albuquerque shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and **15%** handling costs.

Page 10 – TECHNICAL SUPPORT REQUIREMENTS – SERVICE REPRESENTATIVE (S)

The Contractor shall, at its own expense, provide a dedicated City of Albuquerque service representative.

Requests approval to have our Regional Product Support Manager on –site during the coach delivery and acceptance period, and periodically fro the point of revenue service on –ward. Given the order size, providing a dedicated service representative will be very costly to ABQ.

To clarify, New Flyer is willing to provide a dedicated service representative, but, the costs to have one individual support the 40 buses (35 x DE4OLF and 5 x DE60LF) being purchased would cost approx. \$2,500.00 USD per unit over the course of one (1) year. This cost helps to pay for his/her salary, accommodations, transportation, etc.

Please let us know which way you would like to go.

The City of Albuquerque response:

The intent of this requirement is to provide for someone from New Flyer to be the point of contact. This would include parts, repair procedure, problem resolution. This person will have knowledge of the City of Albuquerque units and be available during off hours.

Page 2 – Warrant – General Provisions

The warranty shall apply regardless whether or not the equipment, materials or labor were furnished or performed the Contractor or by any of its Subcontractors or suppliers of any tier.

Proposal: Would like to clarify that the warranty shall not apply to items furnished by the Procuring Agency 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 City of Albuquerque response:

Not acceptable. The vendor is responsible to furnish and install all equipment.

Page 2 – Warranty – General Provisions, paragraph 4

Should the Contractor fail to promptly make the necessary investigation, redesign, repair, replacement, and test, the City of Albuquerque may perform or cause to be performed the same at the Contractor's expense. The contractor warrants such redesigned, repaired, or replaced Vehicles against defective design, materials, and workmanship for the remainder of the warranty period of two years from and after the date of acceptance of the redesigned, repaired or replaced Vehicle thereof, whichever occurs later. Subject to the approval of the City of Albuquerque, contractor personnel may use City of Albuquerque facilities and special equipment to perform warranty work, provided that such work does not interfere with other City of Albuquerque activities, and is performed in accordance with City of Albuquerque policies and directions City of Albuquerque will designate which facilities and special equipment may be used, and the schedule thereof. Contractor shall reimburse City of Albuquerque for any extraordinary expenses to City of Albuquerque arising from Contractor's use of City of Albuquerque's facilities and special equipment.

Has been changed to read:

Should the Contractor fail to promptly make the necessary investigation, redesign, repair, replacement, and test, the City of Albuquerque may perform or cause to be performed the same at the Contractor's expense. The contractor warrants such redesigned, repaired, or replaced Vehicles against defective design, materials, and workmanship for the remainder of the warranty period of two years from and after the date of acceptance of the redesigned, repaired or replaced Vehicle thereof, **and, any factory directed change or government directed change during the warranty period, any an all replaced vehicles will be warranted for one year or 100,000 miles**, whichever occurs later. Subject to the approval of the City of Albuquerque, contractor personnel may use City of Albuquerque facilities and special equipment to perform warranty work, provided that such work does not interfere with other City of Albuquerque activities, and is performed in accordance with City of Albuquerque policies and directions City of Albuquerque will designate which facilities and special equipment may be used, and the schedule thereof. Contractor shall reimburse City of Albuquerque for any extraordinary expenses to City of Albuquerque arising from Contractor's use of City of Albuquerque's facilities and special equipment.

Page 5 – Warranty – Liquidated Damages for Breach of Warranty.

If Contractor does not commence warranty work on a Bus or Vehicle thereof within 48 hours after its receipt of Notice of Defect, and does not complete the cure of the Defect within 96 hours after such Notice of Defect causing a Bus to be out of service for repairs, the Contractor, in addition all warranty services and costs thereof, shall pay to the City of Albuquerque as liquidated damages \$150,000 per day per Bus to compensate the City of Albuquerque for time lost from revenue service, for the total period that the Bus is out of

services. Liquidated damages provided for this section does not include any other costs or damages suffered by the City of Albuquerque arising from any reason other than time lost from revenue service (e.g. warranty investigation, replacement parts or costs of repair). If, at any time during the warranty period, 50% or more of the Bus Fleet is out of service for any combination of warrantable reasons or Fleet Defects, the Contractor shall pay to the City of Albuquerque as liquidated damages \$250.00 per day per Bus for the total period that the Buses are out of service, including initial 4 our periods. If monies are or become due.....

Has been changed to read:

If Contractor does not commence warranty work on a Bus or Vehicle thereof within 48 hours after its receipt of Notice of Defect, and does not complete the cure of the Defect within **10 days** after such Notice of Defect causing a Bus to be out of service for repairs, the Contractor, in addition all warranty services and costs thereof, shall pay to the Cit of Albuquerque as liquidated damages \$150,000 per day per Bus to compensate the City of Albuquerque for time lost from revenue service, for the total period that the Bus is out of services. Liquidated damages provided for this section does not include any other costs or damages suffered by the City of Albuquerque arising from any reason other than time lost from revenue service (e.g. warranty investigation, replacement parts or costs of repair). If, at any time during the warranty period, **30%** or more of the Bus Fleet is out of service for any combination of warrantable reasons or Fleet Defects, the Contractor shall pay to the City of Albuquerque as liquidated damages **\$150.00** per day per Bus for the total period that the Buses are out of service, including initial 4 our periods. If monies are or become due.....

Page 6 – Warranty - Scope of Warranty Provisions

The Contractor shall correct Fleet Defects under the warranty provisions in the Section entitled Fleet Defect Status, at the contractor’s sole cost. After correcting the Fleet Defect, the Contractor shall promptly undertake and complete, at the contractor’s sole cost, a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other Buses purchased under this contract including those for which the individual Bus or Vehicle warranty has already expired. The work program shall include inspection and redesign, repair or replacement of the defective Vehicles in all of the Buses delivered or to be delivered under this Contract, and as to Buses previously accepted by City of Albuquerque shall commence on the date remediation and correction by the Contractor is completed on the entire fleet accepted up to that date (“Correction date”). The period of the warranty shall be greater of a) the full period of the entire original warranty on the defective vehicle or b) two years from the Correction date.

Has been changed to read:

The Contractor shall correct Fleet Defects under the warranty provisions in the Section entitled Fleet Defect Status, at the contractor’s sole cost. After correcting the Fleet Defect, the Contractor shall promptly undertake and complete, at the contractor’s sole cost, a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other Buses purchased under this contract including those for which the individual Bus or Vehicle

warranty has already expired. The work program shall include inspection and redesign, repair or replacement of the defective Vehicles in all of the Buses delivered or to be delivered under this Contract, and as to Buses previously accepted by City of Albuquerque shall commence on the date remediation and correction by the Contractor is completed on the entire fleet accepted up to that date (“Correction date”). **The period of the warranty shall be greater of a) the full period of the entire original warranty on the defective.**

Page 6 and 7 – Warranty –

A. Repairs by Contractor: The Contractor or its designated representative shall perform warranty covered repairs that the City of Albuquerque determines in its sole discretion are beyond the scope of the City of Albuquerque’s capabilities or available resources. Typically, the City of Albuquerque will require the Contractor to make all repairs which will require four (4) labor hours or more or which will interfere with City of Albuquerque business. However, the Contractor may be required to make all repairs. This is strictly at the discretion of the City of Albuquerque. Repairs that the City of Albuquerque determines in its sole discretion are within the City of Albuquerque’s capabilities or available resources may be performed by the City of Albuquerque. If the City of Albuquerque requires the Contractor to perform warranty-covered repairs in addition to the requirements of the Scope of Warranty Provisions, the Contractor shall:

- a) Begin the work necessary to make repairs within 48 hours and
- b) Complete the work within 96 hours after receiving Noticed of Defect from the City of Albuquerque. The City of Albuquerque shall, as required, make the Bus or Vehicle (disassembled at contractor’s expense) available to complete repairs in a timely manner in coordination with the Contractor’s repair schedule. Time extensions may be granted at the sole discretion of the City of Albuquerque. The Contractor shall secure a “service center” outside of City of Albuquerque property for the repair of Defects. The service center shall have the ability to perform all necessary repairs including, and not limited to a complete change of any Vehicle. The City of Albuquerque may, at its option, visit Contractor’s repair site to monitor and review repairs on City of Albuquerque Buses. The Contractor shall provide at its own expense all spare parts, tools, and special equipment required to complete repairs. AT the City of Albuquerque’s property to the contractor’s service center while repairs are being affected. The Contractor must diligently pursue repair procedures. The Contractor shall assume all liability for damage to the Bus or any Vehicle from the time the Vehicle is released from the city of Albuquerque custody until it is returned to the City of Albuquerque custody. The Contractor shall provide a written failure analysis within 45 days of completion of repair of each Defect, and shall provide the data to the City of Albuquerque.

Has been changed to read:

A. Repairs by Contractor: The Contractor or its designated representative shall perform warranty covered repairs that the City of Albuquerque determines in its sole discretion are beyond the scope of the City of Albuquerque's capabilities or available resources. This is strictly at the discretion of the City of Albuquerque. Repairs that the City of Albuquerque determines in its sole discretion are within the City of Albuquerque's capabilities or available resources may be performed by the City of Albuquerque.

a) The City of Albuquerque shall, as required, make the Bus or Vehicle (disassembled at contractor's expense) available to complete repairs in a timely manner in coordination with the Contractor's repair schedule. Time extensions may be granted at the sole discretion of the City of Albuquerque. The Contractor shall secure a "service center" outside of City of Albuquerque property for the repair of Defects. The service center shall have the ability to perform all necessary repairs including, and not limited to a complete change of any Vehicle. The City of Albuquerque may, at its option, visit Contractor's repair site to monitor and review repairs on City of Albuquerque Buses. The Contractor shall provide at its own expense all spare parts, tools, and special equipment required to complete repairs. AT the City of Albuquerque's property to the contractor's service center while repairs are being affected. The Contractor must diligently pursue repair procedures. The Contractor shall assume all liability for damage to the Bus or any Vehicle from the time the Vehicle is released from the city of Albuquerque custody until it is returned to the City of Albuquerque custody. The Contractor shall provide a written failure analysis within 90 days of completion of repair of each Defect, and shall provide the data to the City of Albuquerque.

Page 10 – Warranty –

4. A Fleet Defect is defined as 20% of the delivered fleet.

Has been changed to read:

4. A Fleet Defect is defined as **30%** of the delivered fleet.

Page: N/A Section: N/A

Specification Reference:

Not clearly referenced in the solicitation documents.

Requests confirmation that since the FTA allows the assignment of unused option buses by a FTA Grantee, that the City of Albuquerque will allow the assignment of any unused options to other transit agencies. Please Confirm.

The City of Albuquerque response:

Confirmed

Page 4 of 19 – QUALIFICATIONS FOR AWARD

2. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client reference.

Request clarification from the City of Albuquerque. This paragraph seems to indicate that a bidder must have demonstrated experience in the manufacture and delivery of hybrid buses. In addition, that we must be able to provide references of customers with our hybrid products. If this is correct, please confirm.

The City of Albuquerque response:

Proposal confirmed and correct

Page 11 of 19 –

21) Structure. The structure shall be defined as the basic body, including load bearing external panels, structural components, axle mounting provisions and suspension beams and attachment points.

Chassis Structure, consists of all components that are welded together to form the main frame (skeleton) and body construction.

Not included are radius and lateral rods, un-sprung suspension components, (including suspension beams) engine cradle and hanger struts, dash, melamine ceiling or sidewall panels. Fiberglass components bolted, screwed or riveted to the main frame are considered add-ons and therefore are not of basic body structure with the exception of exterior aluminum and fiberglass body panels riveted in place. These exterior panels and structural components alone will be covered under the warranty should they fail due to deficient design and not due to corrosion caused by road salt, accident, collision, vandalism or lack of preventative maintenance.

The City of Albuquerque response:

Proposal accepted.

Page 3 – City of Albuquerque Requirements – Bus Delivery Schedule

If the production schedule shows the capability to deliver buses sooner, the City of Albuquerque reserves the right to require the Contractor to initiate production, which will result in an earlier delivery.

We understand that time is of the essence, when it comes to obtaining the final product. However, we as a manufacturer must take into account literally hundreds of variables including, engineering backlog, other line entries of contracts, labour and material availability, etc.

To be clear we would have to agree that production could be advanced if possible.

City of Albuquerque Response:

Confirm Acceptance

-

Page 3 – City of Albuquerque Requirements – Bus Delivery Schedule

The buses shall be delivered at a minimum rate of not less than five (5) buses per week, and not to exceed six (6) buses per week.

Proposal:

Request approval to delivery of up to ten (10) units per week, at the approval of the City of Albuquerque's resident inspector.

City of Albuquerque Response:

Acceptable

Page 11 – City of Albuquerque Requirements – Spare Parts Section

The Contractor shall provide six (6) electronic format current maintenance manual(s), six (6) electrical schematics in electrical format, four (4) electronic format current part manual(s), and the number of units purchased plus 20% standard operator's manual(s) as part of this contract. Five hard copies of each manual must be included.

Proposal:

In an effort to reduce the printed manual copies required, request approval to supply two (2) hard copies of all manuals except Operator Guilds Pf which five (5) will be supplied.

All manuals except for the Cummins engine and Thermo King Manuals will be included in PDF format with the TIV CD. This is due to copyright restrictions from the both Cummins and TK.

Will supply updates to published bus Manuals only, OEM supplier published manuals are responsible for their own manual updates.

Will supply updates for published manuals for a period of 12 years for Parts Manuals an 6 years for all other bus manuals.

City of Albuquerque Response:

Accepted.

Page 14 – City of Albuquerque Requirements – Section Repairs by City of Albuquerque, No. 3. Return of Defective Components.

Request must be in writing within 10 (10) days of the repairs being completed or the parts will be disposed of. The City of Albuquerque shall charge the Contractor for all associated disposal costs including administrative costs.

Proposal:

The Contractor may request that parts covered by the warranty be returned to the designated warranty office. The cost of freight shall be paid by the Contractor, and materials must be clearly identified and returned with required documentation, via standard ground transportation, or as designated by the Contractor. Specific details are provided in the supplied “Warranty Claim Procedure” documents.

Will not agree to pay for disposal costs or administrative costs as we require all defective components to be returned to us, following our standard procedure. We in turn send these parts to their origin for failure analysis, which benefits both the City of Albuquerque and Contractor.

City of Albuquerque Response:

Proposal accepted.

Page 3 - Warranty – 2nd paragraph

The Contractor shall be liable for the satisfaction and full performance of the warranties as set forth herein. It must be understood by all that the City of Albuquerque will expect all warranty repairs are coordinated by, and the responsibility of the prime contractor, also referred to as the Offeror.

Proposal:

Would like to clarify that all Major Components such as engine, Transmission, HVAC and Destination Signs must have warranty repairs performed by an authorized dealer of the supplier of these components.

Currently Albuquerque performs all warranty repairs on SR 972 and Contractor reimburse Albuquerque for all Warranty claims submitted for warranty repairs. Contractor would request that this continue with this bid.

City of Albuquerque Response:

Accepted.

Page 5 – Warranty – Section DEFECTS, B. Contractor Response:

- B. Contractor Response: Within 24 hours, after receipt of a fax or other written Notice of Defect from the City of Albuquerque, the contractor's Representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the Vehicle is inspected by the contractor's Representative or is removed from the Bus and examined at the City of Albuquerque's property or at the Contractor's plant.

Proposal:

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

City of Albuquerque Response:

Approved.

Page 7 - Warranty – C. Contractor Supplied Vehicles

- C. Contractor Supplied Vehicles: The City of Albuquerque may request the contractor to supply new Vehicles as defined for warranty covered repairs being performed by the City of Albuquerque within seven work days.

Proposal:

The Procuring Agency may request that the Contractor supply new parts for warranty covered repairs being performed by the Procuring agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 10 working days of receipt of the request for said parts.

City of Albuquerque Response:

Accepted.

Page 8 – Warranty

B. Reimbursement for Defective Vehicles and Parts: The Contractor shall reimburse the City of Albuquerque for Defective Vehicles and for additional parts (i.e. gaskets, etc.) that must be replaced to make a repair. The reimbursement shall be at the price indicated on the Contractor's master price list at the time of repair, and shall include takes, where applicable, plus 25% handling charge for items in City of Albuquerque stock which must be used for warranty repairs. The 25% handling charge shall be waived if a replacement Vehicle or additional part is delivered to the City of Albuquerque Warranty Processing Center within 24 hours of written notification to the Contractor of the Defect. Reimbursement to the City of Albuquerque shall be in a cash/check or, at City of Albuquerque's option, may be in the form of credits for future purchases. Contractor shall supply City of Albuquerque with necessary price books and parts manuals to assist in the proper completion of claim forms.

Proposal:

The reimbursement may be either replacement of parts or, at the agency's invoice cost, plus applicable taxes for the part(s) at the time of repair with, proof of purchase from Contractor is provided.

Contractor will agree to handling charges of 15% (per APTA) in instances where product is removed from ABQ's inventory to get a vehicle operating once again.

The Procuring Agency may request that the Contractor supply new parts for warranty covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor with 7 working days of receipt of the request for said parts.

City of Albuquerque Response:

Accepted with change.

Page 9 - Warranty – FLEET DEFECT STATUS

.....A defect in design resulting in a safety hazard shall immediately upon discovery be deemed to be a Fleet Defect and the Contractor, at is sole cost, shall furnish, install and replace all defective Vehicles.....

Proposal:

Contractor would like to clarify that a fleet defect is defined as cumulatiave failures of any kind in the same component is the same or similar application where such items covered by the warranty and such failures occur in the base warranty period in the specified proportion of the buses delivered under this contract.

City of Albuquerque Response:

Accepted.

The Contractor shall respond to the warranty claim with an accept/reject decision within 30 days of City of Albuquerque’s submission to the contractor in writing of the warranty claim. The accept/reject decision shall contain failure analysis of the failed Vehicle and a actual analysis containing the reasons for any rejection.

Has been changed to read:

The Contractor shall respond to the warranty claim with an accept/reject decision within **90 days** of City of Albuquerque’s submission to the contractor in writing of the warranty claim. The accept/reject decision shall contain failure analysis of the failed Vehicle and a actual analysis containing the reasons for any rejection.

Engine Warranty 5 years or 300,000 miles.

Proposal:

Contractor will provide this coverage, but, wishes to clarify that years 3 through 5 are limited coverage from the supplier, and not a 100% parts and labor warranty. This is the best warranty available for purchase in the industry today.

City of Albuquerque Response:

Accepted.

Transmission Warranty 3 years or 100,000 miles.

Proposal:

Contractor will provide this coverage, but wishes to clarify that years 3 through 5 are limited coverage from the supplier and not a 100% parts and labor warranty. This is the best warranty available for purchase in the industry today.

City of Albuquerque Response:

Accepted.

Lift Warranty – Labor one year, unlimited miles. Parts – five years, unlimited miles.

Proposal:

The warranty for the wheelchair ramp system is 1 year or 50,000 miles, whichever occurs first.

City of Albuquerque Response:

Mileage must be 100,000 miles.

.....Trainings shall be provided at the City of Albuquerque discretion throughout the warranty period and for up to two years after the base (2 year) warranty.

Proposal:

All contractual training must be used within two years, to coincide with the final bus acceptance. At that time, the contractual training obligations are considered complete regardless of any unused hours.

Customer cancellation of any scheduled Contractor’s or vendor training must be done no less than two weeks prior to the event, otherwise those hours will be considered delivered.

Note: Proposal submission includes only a one (1) year or 50,000 miles, whichever occurs first bumper to bumper bus warranty.

City of Albuquerque Response:

50,000 miles not acceptable. The remainder of the proposal is accepted.

I apologize for any inconvenience this may have caused.

You must return this Addendum, signed, with your RFB. Failure to do so may cause your bid to be considered non-responsive. RETURN TO OFFICE OF THE CITY CLERK, 11TH FLOOR PO BOX 1293 ALBUQUERQUE, NM 87103.

Sincerely,
G. Walter Jaramillo
Senior Buyer
Purchasing Division

xc: John Vigil, Purchasing Officer
Sandra Vescovi, Contracting Supervisor
City Clerk
File RFB2007-021-GJ

ACKNOWLEDGED&RETURNED:WITH BID BY LETTER_**

SIGNATURE PRINTED NAME TITLE COMPANY

