

Request for approved equal OR Clarification	OEM	Status/ Resolution	Date Resolved
Camira Seat Fabric	Transportation Products Sales and Service	Approved	3/9/2020
Fogmaker Fire Suppression System	USSC	Approved	3/9/2020
Commissioner of Oaths in Canada signs in place of Notary	NOVA	Approved	3/16/2020
Two position bike rack instead of 3 position bike rack	NOVA	Approved	3/16/2020
Section 2.10 - "any MAJOR subcontract the bidder may wish to enter must be approved by Lt/Apt	NOVA	Approved	3/16/2020
Section 2.17 - 14 days	NOVA	Approved	3/16/2020
Section 2.28 Laketrans/APT who shall reduce its decision to writing in significant details. . .	NOVA	Approved	3/16/2020
Please advise what brand flooring is requested	TESCO	Laketrans has not requested a specific flooring. Laketrans desires materials of the highest durability.	3/23/2020
HAPCAP - floorplan, please confirm if you would like 2 Qpods and zero Quantam	TESCO	(2) Qpods (0) Quantum	3/23/2020
Motorola APX1500 is to be trunked or conventional? If trunked, then FDMA or TDMA?	TESCO	Radios are P25 trunked and are FDMA with TDMA capability	3/23/2020
Performance bonds for buses could significantly increase the cost for the vehicles. Please remove this requirement from the RFP	TESCO	Performance Bond requirement will be removed	3/24/2020
Section 3.15 - While Fire suppression can be installed in the vehicle, it will not be installed inside the ESS enclosures as there is no current agent available for Lithium battery thermal events. nF uses a strategy of battery monitoring, liquid temperature control, and a final heat sensor in the enclosure to prevent thermal runaway of the batteries.	New Flyer	Laketrans contacted Amerex and received confirmation that they have a system for electric buses. Laketrans understands that the actual fire from the battery cells may not be able to be extinguished, but we want/require fire protection for the other components that can be exposed to battery fire	3/24/2020
Performance Bond - decrease performance bond requirements	Proterra	Performance Bond requirement will be removed	3/24/2020
	TESCO	will be included in Addendum #3 literature holder / display	3/24/2020
The proposer does not currently offer fire suppression system on the electric buses due to the product unavailability on the market to fight/extinguish against lithium battery fires. We request approval for the removal of this feature from the base requirements.	NOVA	Laketrans contacted Amerex and received confirmation that they have a system for electric buses. Laketrans understands that the actual fire from the battery cells may not be able to be extinguished, but we want/require fire protection for the other components that can be exposed to battery fire	3/24/2020
HVAC are both Laketrans and HAPCAP requiring a diesel fired coolant auxiliary heater on diesel units	TESCO	HACAP & BCRTA require this, Laketrans does not	3/24/2020
Onboard Video Surveillance System - can you clarify if the ask is for a full system or just a pre-wire.	Safe Fleet	Video Surveillance system should be fully installed at the bus manufacturer.	3/24/2020
3.16 - does not apply to the electric bus	New Flyer	HAPCAP is not purchasing electric buses. HAPCAP will purchase diesel bus(es)	3/25/2020
2.17 - New Flyer requests approval to amend this section to read the following: The CONTRACTOR may be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, pandemics, strikes, labor disputes, and freight embargoes, or other causes beyond his/her reasonable control, provided that the CONTRACTOR shall notify LAKETRAN/APT in writing of the causes of delay within 7 days from the beginning of any such delay. LAKETRAN/APT shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. CONTRACTOR has the burden of proof that the delay was beyond his/her control.	New Flyer	Approved	3/25/2020
3.26 - NF would like to clarify if BCRTA requires combination QPOD Qstraint on both wheelchair positions?	New Flyer	Yes	3/25/2020
3.26 - NF can provide an equipment box on the wheelhouse but the capacity of the box won't allow for the tire to fit in.	New Flyer	Yes	3/25/2020

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3.26 NF can provide a spare tire but it will be shipped loose	New Flyer	Yes	3/25/2020
<p>2.16 - New Flyer requests approval to amend this section to read the following:</p> <p>Payment will be made against approved upon invoices within thirty (30) working days of acceptance. Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, LAKETRAN/APT reserves the right to deduct overpayments from current invoice amounts.</p>	New Flyer	Rejected - Not Accepted	3/26/2020
<p>2.19 - New Flyer requests approval to insert the following language into this section:</p> <p>For certainty, within fifteen (15) calendar days after delivery of the bus to LAKETRAN, LAKETRAN shall conduct acceptance tests on the goods. The acceptance tests to be conducted by LAKETRAN, and the criteria and standards in respect of such tests, shall be agreed upon by LAKETRAN and the CONTRACTOR prior to the CONTRACTOR building the goods. If the goods pass these tests or if LAKETRAN does not notify the CONTRACTOR of non-acceptance within 15 calendar days after delivery of the goods, acceptance of the goods by LAKETRAN shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if LAKETRAN notifies the CONTRACTOR of early acceptance or places the goods into revenue service.</p>	New Flyer	Rejected - Not Accepted	3/26/2020
<p>2.21 - New Flyer requests approval to insert the following language into this section:</p> <p>LAKETRAN and its representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the CONTRACTOR'S information.</p>	New Flyer	Rejected - Not Accepted. Laketrans as a public entity has very limited authority and power to enter into a confidentiality agreement. Laketrans can agree to protect the Contractor's proprietary information in that it can only be released to the USDOT, Controller General or Auditor.	3/26/2020
<p>2.26 - New Flyer requests approval to amend this section to read the following:</p> <p>A. To the fullest extent permitted by law, the CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the LAKETRAN/APT and its agents, representatives, and employees from and against all proven third party claims, actions, judgements, costs, penalties, liabilities, damages, losses and expenses, including but not limited to reasonable attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, provided that any such claims, action, judgement, cost, penalty, liability, damage, loss or expense is:</p> <ol style="list-style-type: none"> 1. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and 2. Caused in whole or in part by a negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. 3. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. 	New Flyer	<p>Revised Language:</p> <p style="text-align: right;">A. To the fullest extent permitted by law, the CONTRACTOR shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the LAKETRAN/APT and its agents, representatives, and employees from and against all claims, actions, judgements, costs, penalties, liabilities, damages, losses and expenses, including but not limited to reasonable attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, provided that any such claims, action, judgement, cost, penalty, liability, damage, loss or expense is: . . .</p>	3/26/2020

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<p>2.26 - New Flyer requests approval to amend this section to read the following:</p> <p>In any and all claims against the LAKETRAN/APT or any of its agents, representatives or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts. As between CONTRACTOR and LAKETRAN/APT, CONTRACTOR waives its immunities under O.R.C. Chapter 4123.</p> <p>1. LAKETRAN/APT will notify CONTRACTOR within five working days of an employee making a claim against that CONTRACTOR or within five working days of LAKETRAN/APT learning that a third-party has made a claim against the CONTRACTOR.</p>	New Flyer	Approved	3/26/2020
<p>2.27 - New Flyer requests approval to amend this section to read the following:</p> <p>The CONTRACTOR agrees to hold LAKETRAN/APT harmless from proven third party liability resulting from the CONTRACTOR'S negligent acts or omissions within the terms of this agreement; provided, however, the CONTRACTOR shall not hold LAKETRAN/APT harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of LAKETRAN/APT, its officers, agents, representatives, or employees.</p>	New Flyer	Approved Revised Language: The CONTRACTOR agrees to hold LAKETRAN/APT harmless from liability resulting from the CONTRACTOR'S negligent acts or omissions within the terms of this agreement; provided, however, the CONTRACTOR shall not hold LAKETRAN/APT harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of LAKETRAN/APT, its officers, agents, representatives, or employees.	3/26/2020
<p>2.31 - New Flyer requests approval to insert the following language into this section:</p> <p>The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.</p>	New Flyer	Rejected by Laketrans Legal Counsel	3/26/2020
Section 2.5 - contract period letter B - what is required to be filled in by the proposer	TESCO	Proposer does not need to fill anything in for Section 2.5	3/26/2020
2.6 - what is required to be filled in by the proposer	TESCO	Proposer does not need to fill anything in for Section 2.6	3/26/2020
Add BCRTA to pricing and quantities form	TESCO	this was already done in Addendum #1.	3/26/2020
Attachment J Laketrans bidder registration form provided in addendum #1 replaces Attachment J FMVSS Affidavit of Compliance found in page 77 or original RFP	TESCO	This will be fixed in addendum #3	3/26/2020
BYD will like to propose diesel heater for our electric buses, is that acceptable to Laketrans?	BYD	Approved	3/26/2020
2.17 - New Flyer requests clarification as to the location/availability of Section 5. The current RFP document does not have a Section 5 to reference.	New Flyer	This language will be revised in Addendum #3. There is no Section 5.	3/27/2020
Section 2.19 - Laketrans/APT shall (not - deleted) be responsible for the loss destruction of or damage to the supplies . .	NOVA	Approved	3/27/2020
<p>New Flyer requests approval to insert the following section into the contractual language:</p> <p>LAKETRAN shall assume risk of loss of the goods on delivery. Prior to delivery, the CONTRACTOR shall have risk of loss of the goods.</p>	New Flyer	Approved by Laketrans Legal Counsel	3/27/2020
Appendix 4 & 5 - clarification whether these documents need to be provided at time of proposal by proposers & they need to be signed by Laketrans and APT and BCRTA	TESCO	These forms do not need to be completed or submitted with the vendor's proposal	3/27/2020
Addendum #1 - attachment I interview request provided in addendum 1 replaced attachment I buy America form in pag3 76 of original RFP	TESCO	This will be fixed in addendum #3	3/27/2020

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<p>The initial order for which LAKETRAN has secured funding is three (3) ABB HVC-PD 450 kW E-Bus Charger overhead, on-route fast charge infrastructure with options to purchase up to (5) additional overhead chargers.</p> <p>Q; Will Laketrans need/require the maximum 450kw for the overhead charging? If so please explain the reason for such a high kw. BYD battery technology can achieve the operating miles without on-route charging, is this acceptable approach to Laketrans? If not, can BYD define the charging KW base on our experience. From our experience there is no need for such a high KW since our approach can offer more KWH.</p>	BYD	Rejected - Laketrans will only on-route charge the BEBs. Depot charging each of the 9 buses overnight is not acceptable. On-route charging will be the only way to charge the buses for operation. kWh estimates are based on route modeling done by Center for Transportation and the Environment (CTE) and are part of the mandatory items section, any revision to these numbers would require detailed review by CTE at the vendor's expense.	3/27/2020
<p>Total Usable Energy Capacity Requirement 132kWh</p> <p>The charging requirements indicate the net total amount of energy that must be delivered to the battery for each charging duration. For clarity, the bus must be able to accept the indicated amount of energy delivered to the batteries within the indicated time, over a range of states of charge that must include the minimum required battery capacity. Based on this requirement, Laketrans is asking for 132kWh, BYD would like to propose 266kWh and/or 352kWh, can BYD define its own charging kW? or must we follow the charging requirement analysis table?</p>	BYD	kWh estimates are based on route modeling done by CTE and are part of the mandatory items section, any revision to these numbers would require detailed review by CTE at the vendor's expense. OEMs may define their own charging kW, however buses that are able to accept the least indicated amount of energy to the propulsion batteries in each of the time periods identified in the charging requirement analysis table will score higher	3/27/2020
<p>Please clarify if Laketrans wants the ABB 450kW Charger with Infrastructure cost as per Attachment A - Pricing sheet? In the pre-proposal meeting it was mentioned that the construction for ABB 450kW Charger is already underway. Or should the OEM plan to procure the On Route Fast charger equipment only within the bid?</p>	BYD	Equipment pricing should be part of the submitted documents.	3/27/2020
<p>1- Buses acceptance, paragraph 3.22.3: Proponent would like to request acceptance time to be 15 days for Diesel buses, an industry standard.</p>	NOVA	Approved	3/27/2020
<p>Section 3.15 - New Flyer's proposal is based on providing provisions only for radio system. We prefer not to install stand-alone radio systems from Motorola</p>	New Flyer	Denied- we expect radio and mic to be installed	3/31/2020
<p>3.15 - Motorola APX 1500 P25 Radio, mounted in electronics cabinet with remote keypad mic in drivers area. New Flyer requests approval to provide fishwire and conduit provisions for the radio system.</p>	New Flyer	Denied- we expect radio and mic to be installed	3/31/2020
<p>3.15 -Pre-wire for Masabi Just Ride Validator approval to provide fishwire and conduit provisions for the radio system.</p>	New Flyer requests New Flyer	Wiring shall be part of the of the bus wiring, included in the schematics	3/31/2020
<p>3.16 - Pre-wire radio communication system approval to provide fishwire and conduit provisions for the radio system.</p>	New Flyer requests New Flyer	Denied- we expect radio and mic to be installed	3/31/2020
<p>2.25 warranty - approval requested for the complete vehicle warranty to be for a period of two years or 50,000 miles whichever comes first. This is our standard complete bus warranty</p>	TESCO	Approved. Warranty should start on the in-service date, not the delivery date.	3/31/2020

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2.68 - Approval requested to delete requirement for the OEM part numbers. We will provide ENC part numbers on all components. In the event parts orders are not received within thirty (30) days of the agreed-upon delivery date, the bus manufacturer will provide Laketran/HAPCAP with the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact names, upon Agency request. ENC does not provide labels on all systems, sub-systems and components with manufacturer, part number and serial number apart from those who already come with the parts from their original OEM. A list of major components which includes manufacturer model number, and serial number is provided for each bus. ENC requests your concurrence.	TESCO	Rejected - OEM part numbers are required. This allows Laketran to competitively shop the parts while eliminating the labor of researching each part for the OEM part number. This gives the best value to Laketran. Waiting 30 days for a part is excessive. This is an APTA best practice and industry standard.	3/31/2020
3.5 Clarification provided that ENC will provide labeling as readily available from the component OEM. ENC will provide manufacturer serial numbers for all major components supplied in the bus.	TESCO	This is negotiable with the OEM part numbers per Section 2.68	3/31/2020
3.15 Mandatory Items - please provide what specific part number is require so that appropriate pricing can be developed. Since there are many different types of info stations ENC is requesting for an OEM part number for the "Transit Information Products On Board Info Station" that is being requested. Please identify the item you desire on the attached Transit Info Products parts guide so appropriate pricing can be developed.	TESCO	This will be determined in the post award meeting	3/31/2020
The Proposer wishes to clarify that the 2 last windows on each side of the bus are not interchangeable with the other windows. Nova's rear bench is designed as a 5-position molded seats that have inserts of the same type as the rest of the seats, but are not interchangeable with the other positions. For illustration, please refer to attachment Rear Molded Seats. We request your approval.	NOVA	Approved.	3/31/2020
CONTRACTOR warrants that for a period of one (1) year (or for such longer period as prescribed by the specifications) following acceptance of the goods and services delivered hereunder We request your approval to accept a limitation of 50 000 miles for the bumper to bumper warranty. This is Nova Bus standard mileage offered for a year warranty period.	NOVA	Approved. Warranty should start on the in-service date, not the delivery date.	3/31/2020
17.12 - Parts Used: All parts shall be stamped or permanently marked with the OEM part number, and serial number if applicable. Some of our parts have identification tag including Nova Bus part number and/or OEM part number and/or serial number when available. Not all our part have their identification tag & not all of our identification tag have all required information. We request your approval	NOVA	As long as OEM part numbers are provided, every part does not need to have a tag	3/31/2020
2.26 & 2.27 - Please reference the attached APTA Recommended wording and industry standard for your review and approval. This wording offers equal protection for the Agency and the Contractor.	Gillig	Rejected. Per Laketran Legal Counsel - Our language is sufficient and appropriate and doesn't merit revision.	3/31/2020
Your following list of certifications required to be executed are currently missing from the bid specifications. Reference items 3, 7, 8, 10, 11	Gillig	Will be revised in Addendum #3	3/31/2020
The Proposer requests approval to provide test ports or test sensors. Pneumatic system gauges indicate system pressures by means of sensors. Test ports are not provided for the charge air system - Actia Master Gauge	NOVA	Test ports or test sensors will be approved. Clarification - Test ports in the charge air system is referring to a bung in the pressure side where Laketran could install a mechanical gauge for testing, if needed.	3/31/2020
The proposer requests approved equal status for pull cables (instead of touch tapes) on window moullins. Our offer will include a network of horizontal and vertical pull cables. For illustration, please refer to attachment Pull Cables	NOVA	Vertical pull cables will be approved vertically between windows, but touch tapes are preferred. ADA locations must have touch tapes or ADA approved switches/buttons	3/31/2020
ALX Driver's Seat	USSC	Unapproved - Laketran has rescinded approval for ALX seat. In 2016, all Laketran drivers were surveyed as to the type of driver's seat they preferred. Over 75% preferred the Ergo Recaro Seat.	4/1/2020

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Section 3.5 - New Flyer requests approval to provide a coach which is manufactured within a given production run to be duplicates in design; However, since this request for proposal includes options for additional coaches, interchangeability cannot be guaranteed between option orders. For example, the engine manufacturer might change emission components in order to meet regulatory requirements that might change.	New Flyer	Buses should be duplicates in design to the extent possible.	4/1/2020
Section 3.5 - New Flyer request approval to remove this requirement because running changes during production prevent exact duplicates. Running changes include vendor/part changes, regulatory changes etc.	New Flyer	Buses should be duplicates in design to the extent possible.	4/1/2020
Can you clarify the need for a roof mounted camera with a monitor to view the pantograph connection?	Safe Fleet	Yes, a camera focused on the pantograph should be included. It should record all the time and when the pantograph is in use it should display the image on a screen in the drivers area. The same screen should display the rear camera to the driver when backing.	4/1/2020
New Flyer would like to clarify if LAKETRAN is looking for three separate wheelchair positions or an arrangement having one QPOD system on the curbside and a combination of QPOD and Quantum of the streetside. If it is the 3 separate position LAKETRAN require New Flyer highly recommend a rear ramp as the third wheelchair in the rear will not be able to pass through the aisle if it enters from the front door.	New Flyer	We desire 3 wheelchair positions, full details of the seating layout and final decision on this can be completed in post award meeting(s).	4/1/2020
3.15 - Mandatory Items - Approval requested for a Panorama antenna in lieu of the requested Parsec antenna. Clarification provided by the manufacturer that the IBR1700 requires a 9-1 (4 LTE, 4 Wi-Fi, 1 gps) configuration. Please reference attachment AE6 for brochure.	TESCO	Rejected - this antenna is not compatible with our equipment	4/1/2020
Can Laketran please provide technical spec for the ABB charger? Specifically we would like to know what is the Voltage range and Power range? What is the SAE standard that ABB follows?	BYD	Vendors are welcome to contact ABB directly for any and all charger questions/concerned.	4/1/2020
Request approved equal to use I/O Controls for destination signs.	BYD	Rejected	4/1/2020
2.16 - GILLIG requests the addition of the following acceptance wording to this paragraph: We request addition of the current industry standard for transit vehicles: Within fifteen (15) days after arrival at the designated point of delivery, each coach shall undergo the Agency tests. If the coach passes these tests, acceptance of the coach by the Agency occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Agency notifies the Contractor of early acceptance or places the coach in revenue service. If the coach fails these tests, Gillig requests a letter of discrepancies for resolution be issued by the fifteenth day after delivery.	Gillig	Approved for diesel buses. Rejected for electric buses.	4/1/2020
2.18 - Gillig requests that the Procuring Agency advise bidders/proposers of any Local, City, County, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful bidder/proposer as part of the performance of this contract or option of this contract.	Gillig	Laketran is tax exempt organization	4/1/2020
Reference Section 3.25 Proposal Evaluation Criteria, please clarify how the proposed pricing will be evaluated/scored. Additionally, please clarify how the optional priced items will factor in the evaluation	Proterra	Base price should use required items, optional items can be listed separately. Optional items are not factored into the evaluation criteria.	4/1/2020
_Ref section 3.19.4 Depot Charger specifications added in Addendum #1, Proterra requests approval for our 125kW Power Control System (PCS). Specifications of our proposed depot chargers are provided as an attachment.	Proterra	Denied- ABB charging equipment is required for a charger of this size, if the charger is below 75kWh the it can be another manufacturer	4/1/2020

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Addendum #1 page 3 - GILLIG requests deletion of the requirement to provide a performance bond for insurance coverage. This coverage is not available from our bonding company. The Performance Bond described in item 1.7 above will be provided to assure manufacture and delivery of your new vehicles on schedule.	Gillig	Performance Bond requirement will be removed	4/1/2020
Reference Section 3.25 Proposal Evaluation Criteria, please clarify CTE's involvement with the RFP evaluations and subsequent deployment of the purchased vehicles.	Proterra	CTE is not part of the evaluation committee. CTE will provide technical guidance to Laketrans on interpreting an OEM's proposal and their ability to meet Laketrans design operating profile.	4/1/2020
3.22.2 - New Flyer requests approval to replace the third paragraph (highlighted in red) with the following: For certainty, within fifteen (15) calendar days after delivery of the bus to LAKETRAN, LAKETRAN shall conduct acceptance tests on the goods. The acceptance tests to be conducted by LAKETRAN, and the criteria and standards in respect of such tests, shall be agreed upon by LAKETRAN and the CONTRACTOR prior to the CONTRACTOR building the goods. If the goods pass these tests or if LAKETRAN does not notify the CONTRACTOR of non-acceptance within 15 calendar days after delivery of the goods, acceptance of the goods by LAKETRAN shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if LAKETRAN notifies the CONTRACTOR of early acceptance or places the goods into revenue service.	New Flyer	Rejected	4/1/2020
New Flyer requests approval to insert the following section into the contractual language: Title to the goods shall pass to the CONTRACTOR upon acceptance of the goods by LAKETRAN.	New Flyer	Approved	4/1/2020
New Flyer requests approval to insert the following section into the contractual language: Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by LAKETRAN and the CONTRACTOR.	New Flyer	Approved Revised Language: Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is mandated as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by LAKETRAN/APT/BCRTA and the Contractor.	4/1/2020
3.17 -the bus will have stationary charge rails that conform to J3105 for location to mate with a overhead charger that drops the pantograph to the vehicle.	New Flyer	Approved	4/1/2020
3.21 - New Flyer requests approval that equipment, including chargers, should be denoted as separate items from Infrastructure.	New Flyer	Approved	4/1/2020
Section 3.15 and 3.22 -NF will provide a minimum of one electric heater, and based on HVAC needs could add a diesel heater as well to aid in interior comfort and extend range in the winter.	New Flyer	This is an item that can be adjusted in post award meeting(s). Vendors should indicate in their proposal if a fuel fired auxiliary heater is an option.	4/1/2020
SEction 3.23.1 - Should any bus not be able to complete any of the routes outlined in the Route Simulation due to a design or manufacturing defect, the contractor at its expense shall rectify the deficiency within 30 days or longer period if agreed by the parties. This includes any travel, parts, labor, design, or engineering required to rectify the issue. In the event the deficiency is in the manufacturing process, the manufacturer will only cover expenses under the bus warranty period. After the vehicle has reached outside of the bus warranty period LAKETRAN will be responsible for all expenses, unless the defect can be traced to a design defect. We request your approval to accept the following addition: In case of design defect after the warranty period, LAKETRAN and Contractor will mutually agree on the corrective action plan.	NOVA	Revised language will be included in Addendum #3 - In case of design defect after the warranty period, LAKETRAN and Contractor will mutually agree on the corrective action plan using good faith efforts. The mutually agreed up plan must be agreed upon by both Laketrans and the contractor within 90 days, from the date Laketrans notifies the contractor in writing of the presence of a defect. Time is of the essence, the amount of time permitted can be adjusted provided both parties agree in writing. Should a mutually agreed upon plan not be reached after both parties have negotiated in good faith the contractor shall be liable to fixed the defect at their expense.	4/1/2020
3.26 - Electronics, CAD/AVL – Doublemap, o Getac – ZX70 Tablet, o TBOX Audio Annunciator New Flyer requests approval to provide fishwire and conduit provisions for the radio system.	New Flyer	Approved	4/2/2020

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3.26 - Prewire for Masabi Just Ride Validator approval to provide fishwire and conduit provisions for the radio system. New Flyer requests	New Flyer	Approved	4/2/2020
<p>2.36 - New Flyer requests approval to amend this section to read the following:</p> <p>LAKETRAN/APT, FTA, and ODOT will become the sole and exclusive owners of all documents prepared by the bidder upon payment for same by LAKETRAN/APT, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.</p> <p>All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this contract shall remain the property of the CONTRACTOR; provided however, LAKETRAN shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the goods.</p> <p>No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. The CONTRACTOR shall, at its own expense, defend all suits or proceedings instituted against LAKETRAN/APT and pay any award of damages assessed against LAKETRAN/APT in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which LAKETRAN/APT claims ownership.</p>	New Flyer	Approved. Will be updated in Addendum #3	4/2/2020
3.22.3 - New Flyer requests clarification as to the Scope of Installation. New Flyer requests if the details of this Scope of Installation are provided in this RFP, or to be provided at a later date? The Acceptance of equipment may be the responsibility of a third party, outside of this RFP, during the Infrastructure stage and should be avoided.	New Flyer	Laketrans is looking for the OEM to provide the ABB charging equipment. Laketrans is planning to hire an electrician to install the equipment. This can be further defined after the award is made.	4/3/2020
3.23 - With the Nf 213 kWh battery package of high power type batteries, Nf can provide 191 kwh of usable battery power at BOL and 153kWh at end of life. Even with high auxiliary loads found in the winter due to heating, a fully charged bus can drive 50 miles, which should meet the dead head needs of the 2 electric bus routes. package of 267kWh and 320kWh are available for 40' buses for extended range capabilities.	New Flyer	Laketrans approves 213kWh as of this point, but will require more detail in the actual proposal. Also provide details and pricing on extended range battery packages.	4/3/2020