




	Amendment	VENDOR QUESTION	PSTA RESPONSE
23	7	What is the anticipated award date/NTP? Bidder will need it as the start date of delivery schedule	PSTA intends on taking this to our October 27, 2021 Board of Directors meeting for approval
22	7	Since this procurement is not from one specific model or number of buses to be delivered. Please advise how this requirement should be provided?	Quantity is one (1) see pricing schedule
21	7	Req: Proposer's ability to secure financial guarantees, if required, as evidenced by a letter of commitment from an underwriter, surety or other guarantor confirming that the Proposer can provide the required guarantee. Since this RFP does not have a stated value is there a specific value that PSTA will accept such as a letter of bondability for certain amount to satisfy this requirement?	There is no requirement that this be bonded, however PSTA will do it's due diligence to make sure that a company is financially stable to provided the goods and services required under this solicitation.
20	4	Requests approval to limit the liquidated damages to be capped on a per bus basis at 2% of the value of the bus price. The timely performance of the work by the Contractor is of utmost importance to ensure successful completion of the deliveries stipulated in the Contract. Nonetheless, an unlimited liability obligation creates a severe restriction on our ability to disclose financial provision in accordance with Securities Exchange requirements. Hence, the Contractor considers that liquidated damages should be an assessment of direct damages suffered by the Customer, and, in addition be a mechanism to dissuade poor performance.	PSTA is agreeable to the 2% limit provided it does not exceed 80 days. In the event the delivery exceeds 80 days, the contractor would be agreeable to pay \$200.00 per day not to exceed 10% of the cost of the vehicle.
19	4	Th Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. We requested approval to reduce the net forty-five days to net thirty days from the accepted date.	As this is a procurement for the state we are bound by Florida statue 218.74.Unfortunately we have to deny this request.
18	4	Shall bidder provide production schedule for each model based on (1) unit of vehicle? If the proposed schedule is identical for each model, can bidder provide one schedule that covers all models?	Yes
17	4	What is the qty needed for each model(s) for this RFP? A quantity will assist us in meeting providing PSTA the required delivery schedule.	This is a state schedule that may be used by any agency All quantities should be based on the assumption of one
16	4	Does this procurement require any bonds and if so for how much and for how long as well as how will the bond be released.	No
15	4	Section 3 - Qualification Section Requirements does not have this requirement. Please confirm if a letter from a suerty is required.	There is no Bonding requirement for this solicitation
14	4	Will PSTA accept the accord certificate to meet this requirement?	No. We need the letter because PSTA is not the only agency purchasing off of this contract. The submittal of the letter is a matter of responsiveness.
13	4	#12 Performance Bond. - Please confirm if a performance bond will be required as our surety as advised of the following language: See FTA language as provided by the Surety:  The FTA's own website ( <a href="https://www.transit.dot.gov/funding/procurement/third-party-procurement/bonds">https://www.transit.dot.gov/funding/procurement/third-party-procurement/bonds</a> ) specifically mentions that bonds are not required for Rolling Stock (i.e. buses): "The FTA requirements regarding bonds pertain only to construction contracts and facility improvement contracts. They do not pertain to contracts for equipment, rolling stock, maintenance, or other non-construction services. Grantees may choose to require bonds from contractors performing other non-construction contracts, but this is at the sole discretion of the grantee. FTA bonding requirements are discussed in FTA Circular 4220.1F, Chapter IV, 2.i. and the Best Practices Procurement Manual, Section 3.2.8 – Bonding. (Revised: May 2017)". Rolling Stock is defined as "transit vehicles such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services." Source: ( <a href="https://www.transit.dot.gov/funding/procurement/third-party-procurement/definition-rolling-stock">https://www.transit.dot.gov/funding/procurement/third-party-procurement/definition-rolling-stock</a> ).	There is no Bonding requirement for this solicitation
12	4	Will PSTA accept a link instead of the complete annual reports as this will increase the size o the file upload. Req: 2. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by the Agency.	Yes a link is ok to submit

11	4	Will PSTA accept an accord insurance certificate in lieu of #3. Letter for insurance?	No. We need the letter because PSTA is not the only agency purchasing off of this contract. The submittal of the letter is a matter of responsiveness.
10	4	In package 3 Qualification are the following required as it states if applicable and we cannot determine if they are applicable and required as part of our submission. 4. Letter for performance bond (if applicable) 5. Letter of commitment for parental financial guarantee (if applicable)	No letter for performance bond is needed
9	2	In the RFP under TS 19. Altoona Testing it states the following...  The vehicle must have completed any FTA-required Altoona testing. Any items that required repeated repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur shall be submitted to the Agency.  DEFAULT An Altoona Test Report shall be provided to the Agency with the Proposal submittal. Buses which have not successfully completed an Altoona Test for the type and sizes requested under this RFP will not be considered.  <b>The Proposer would like to confirm that an Altoona Test Report is required at time of submission?</b>	Please see addendum 1, question #3
8	2	Can the Proposer submit additional unit pricing options to supply charger accessories, as well as corrective and preventative maintenance plans, in addition to charger hardware supply?	Yes
7	2	Can sequential charging be proposed, in lieu of simultaneous charging ? In many, if not most instances, sequential charging will meet the fleet's recharging needs.	Please clarify what you are define as sequential charging and simultaneous charging
6	2	Can the Proposer submit multiple equipment model options for depot chargers ? In order to best accommodate fleet operators needs, we believe it is important to provide a larger range of chargers capable of various power levels.	Yes. As long as supporting documentation is included in your proposal
5	2	Is there a desired kW power level for the Depot Charger ?	No
4	1	Will the agency allow the submission of question using an excel spreadsheet instead of using CER 2. Request for Pre-Offer Change or Approved Equal, which can facilitate response. Please advise.	Yes
3	1	As seen in section TS 19. Altoona Testing, it states " <i>Buses which have not successfully completed an Altoona Test for the type and sizes requested under this RFP will not be considered.</i> " Please confirm if a proposal will be considered if Altoona testing is to be completed after the proposal submission, and tests from our current similar models are provided in our proposal.	The bus will need to satisfy meeting FTA Pre Award, Post delivery and FAST Act requirements.
2	1	Can you confirm if charger design and installation is being requested from this RFP?	No
1	1	Will this procurement cover the design & installation of chargers?	No



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Request #	Addendum	RFP Section	Page	RFP	Questions/Clarification or Approved Equal	Agency Action	Agency response:
98	7	Section 4 SPECIAL PROVISIONS & CER 6 Pricing Schedule	53 & 216	NR 1. Description of the Work to be Done - The Pinellas Suncoast Transit Authority (the Agency or PSTA) is requesting proposals for the manufacture and delivery of Electric Transit Buses with charging and associated equipment as a Purchase Schedule for the State of Florida, and in accordance with the terms and conditions set forth in this Solicitation. The Contract shall be a firm-fixed-price Contract. CER 6. Pricing Schedule	GILLIG wishes to advise that under the FTA Fast Act, Section 3019, Innovative Procurements; Cooperative Procurement Schedules may be for an initial term of not more than 2 years and may include not more than 3 optional extensions for terms of not more than 1 year each and may be in effect for a total period of not more than 5 years. In order to best serve the interest of Procuring agencies, and to assist in properly determining and comparing the base bus price for this procurement, GILLIG is requesting the price evaluation be based on the base bus price (not including any options) in year 1 of the contract. GILLIG also requests pricing be fixed for the first year of the contract and recommend the use of the FTA approved Producer's Price Index (PPI) for Truck and Bus Bodies 1413 for optional years 2-5.	See Response	Contract Term has been updated see revised contract clause #3
97	6	SP 2.4 Contract Deliverables	51	SP 2.4 Contract Deliverables Contract deliverables associated with this Contract are set forth in Table 1, along with other pertinent information. Contract deliverables shall be submitted in accordance with "Section 6: Technical Specifications." Due dates shown note the last acceptable date for receipt of Contract deliverables. The Agency will consider early receipt of Contract deliverables on a case-by-case basis. The reference section designates the appropriate specification section(s) where the requirement is referenced.	Table 1, Line 12, lists the Performance Bond as an item to be reviewed 30 days following contract execution. There does not seem to be any actual requirement for a performance bond in the RFP documents. Respectfully request that line 12 on the Contract Deliverables Table be removed or noted as not applicable.	See Response	Table 1, Line 12 is not applicable
96	6	TS 5.9.1	78	TS 5.9.1 Technical/Service Representatives The Contractor shall, at its own expense, have one or more competent technical service representatives available on request to assist the Agency in the solution of engineering or design problems within the scope of Services and the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under the provisions of "Section 7: Warranty Requirements." The Contractor shall provide full-time, on-site technical support representative for the buses and charging and associated equipment for the first two (2) years after bus delivery, with annual renewal options for ten (10) more years.	In reference to section TS 5.9.1 Technical/Service Representatives, we respectfully request clarification on how cost can be captured on a per bus basis for full-time, on-site technical support representatives for two (2) years. If multiple agencies have the ability to order buses, or even a single bus, the way this is written seems to indicate that the Contractor would have to deploy a full-time support representative to each and every customer location, each for a minimum of two years. Based on the above considerations, we respectfully request that this requirement be removed.	See Addendum	See Addendum 4 Question #10
95	6	TS 88.4	187	TS 88.4 Cost of Ownership The Agency is interested in the long term cost of ownership, particularly the maintenance requirements that are routine, scheduled and/or reasonably predictable. In addition to the Proposers submittals describing and defining the service and maintenance requirements for the equipment, a "Cost of Ownership" template has been developed and included in the forms to be filled out by the Proposer as an element of the submittal package. This form itemizes tasks in three areas, PMI, scheduled maintenance and major component replacement.	According to Section TS 88.4 "Cost of Ownership" a template is quoted in this section to be filled out with the cost of ownership information. However, New Flyer did not find the template in the forms section of the RFP. New Flyer would like to clarify if Pinellas will provide the template.	See Response	See Question 72 for response
94	6	TS 30.1 Wheels	108	All wheels shall be interchangeable except for the middle axle of an artic where a super single tire size is used and shall be removable without a puller	GILLIG wishes to advise that our design would include 9 inch wheels at the front axle and 8.25 inch wheels at the rear axle. This is inherent to our design in order to provide adequate weight rating's needed for the Battery Electric Bus to safely carry the required 75 passengers inclusive of the driver. GILLIG requests approval	See Response	Not approved, need more clarification to understand why there are different wheel sizes between the front and rear axles. <b>9/15/2021</b> - Approved - As previously noted, The 9" rims on the front axles are required to provide adequate weight rating's to safely carry up to 75 passengers inclusive of the driver. PSTA are not able to use 9" rims in the rear due tire spacing requirements.
93	6	TS 31.3.4 Steering Wheel Telescopic Adjustment	110	At Maximum Telescopic Height Adjustment: 0 Degree 34in Height	GILLIG wishes to clarify that our proposed steering column with 16" wheel meets and exceeds the Table 4 chart at all levels with one small difference. GILLIG requests approval to provide a height of 33.8 in. at 0 degrees slope at Maximum Telescopic Height Adjustment	Approved	NA
92	6	TS 32. Drive Axle	110	The drive shaft shall be guarded to prevent hitting any critical systems, including brake lines, coach floor or the ground, in the event of a tube or universal joint failure.	GILLIG wishes to advise that our design includes a guard that goes around and below the drive shaft. Although the guard is not above the drive shaft, the inherent position of the drive shaft is below chassis structural beam and therefore protects the coach floor. GILLIG requests concurrence	Approved	NA
91	6	TS 35.4 Hubs and Drums/Discs	113	The bus shall be equipped with brake drums. Brake drums shall allow machining for oversized linings per manufacturer's specifications.	GILLIG wishes to advise that our Battery Electric Bus design is only available with Meritor Air Disc Brakes on All Axles. GILLIG requests approval to omit a Drum Brake option	See Response	Proposer's may specify whichever braking systems are inherent to the design of the bus.
90	6	TS 44.5 Normal Bus Operation Instrumentation and Controls	129	Table 6 Transit Bus Instruments and Alarms	GILLIG requests approval that the instrumentation, switches, controls and indicators can be discussed at the pre-production meeting if GILLIG is the successful bidder. This is due to the unique design of our bus. GILLIG is providing a generic Battery Electric Bus dash layout for review. Please see attached. 	See Response	Proposer's may specify whichever dash layout is inherent to the design of the bus.
89	6	TS 44.6.2 Pedal Dimensions and Position	133	The floor mounted accelerator pedal shall be 10-inches to 12-inches long and 3-inches to 4-inches wide.	GILLIG requests approval to provide an accelerator pedal that is 9-inches long and 3.134-inches wide	Approved	NA
88	6	TS 57. Maintainability	148	High and low refrigerant pressure electronic gauges to be located in the return air area.	GILLIG requests approval to provide a Refrigerant Pressure Display Module in place of gauges in the return air area. This is the standard of the HVAC vendor Thermo King.	Approved	NA
87	6	WR 1.1.4 Propulsion System	190	Propulsion system components, including the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard two years or 100,000 miles, whichever comes first. An Extended Warranty to a maximum of five years or 300,000 miles, whichever comes first, may be purchased at an additional cost.	GILLIG wishes to clarify that our Powertrain includes a standard warranty from Cummins for Three Years / 100,000 miles with an extension available to a total of Five Years / 250,000 Miles. This is the only available powtrain warranty available from Cummins. GILLIG requests approval	See Response	Proposer's should submit warranty terms as part of their proposal for consideration by the evaluation committee.

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86	6	WR 1.1.6 Extended Warranty	190	PSTA requires the following additional subsystems to be warranted to be free from Defects and Related Defects for six (6) years. <ul style="list-style-type: none"> <li>Batteries</li> <li>Traction Motor</li> <li>Inverters</li> <li>Battery Charger</li> <li>On-Route Battery Charger</li> </ul>	GILLIG wishes to clarify for the following components: <ul style="list-style-type: none"> <li>Batteries will include a six (6) year warranty per specification</li> <li>Traction Motor and Inverters would fall into the aforementioned powertrain warranty of Three (3) Years / 100,000 miles with option to extend to Five (5) Years / 250,000 miles</li> <li>Battery Charger &amp; On Route Chargers include a base Two (2) Years warranty with optional pricing available up to six (6) years. This pricing will be noted on the Alternatives Pricing sheet</li> </ul> GILLIG requests approval	See Response	Proposer's should submit warranty terms as part of their proposal for consideration by the evaluation committee.
85	6	WR 1.3.1 Pass-Through Warranty	192	Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-suppliers, or to others, the Contractor shall request this waiver.	GILLIG is formally requesting a waiver to not administer warranty claims on major components, such as Power Train Components supplied by Cummins, HVAC by Thermo King, Axles by Meritor, destination signs & wheel chair ramp	See Response	Proposer's should submit warranty terms as part of their proposal for consideration by the evaluation committee.
84	6	WR 1.4 Fleet Defects	192	A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems."	GILLIG wishes to clarify that Fleet defect warranty does not apply to major components (Propulsion System, HVAC, Destination Signs, etc.). Major component manufacturers will not recognize and/or participate in fleet defect clauses. GILLIG does work with and will assist the Agency and Major component suppliers to come to a satisfactory resolution in such cases that would otherwise fall into a fleet defect category.  GILLIG agrees to the Fleet Defects provisions for the Base warranty as detailed, but cannot guarantee the "Propulsion System" and "Major Subsystems".  GILLIG requests concurrence	See Response	Proposer's should submit warranty terms as part of their proposal for consideration by the evaluation committee.
83	6	10. INDEMNIFICATION	Addendum 1, page 4	10.01 Indemnification. The Parties recognize that Contractor is an independent contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys, of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.  10.02 Control of Defense. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claims seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.	GILLIG requests the Indemnification clause of this procurement be the same as was agreed to in the State of Florida Heavy Duty Bus Contract with the JTA. Should that not be agreeable to PSTA, GILLIG requests the APTA Recommended Indemnification wording for FTA funded procurements which offers protection for both the Procuring Agency and the Contractor. Reference the attached JTA Contract and APTA INDEMNIFICATION wording.   	See Response	This will be handled in the negotiation portion of the solicitation process
82	6	Section 2, LOCAL TAXES	19	The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.	GILLIG requests that the Procuring Agency advise bidders/proposers of any Local, City, County, State, 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.		PSTA can not advise on this. It's the contractors responsibility to do their due diligence.
81	6	Section 2, IP 10.2 MULTIPLE AWARD	19	PSTA will make the Contract awards, if any, to the responsive and responsible Proposers who are in compliance . . .	Please advise the projected award date for this procurement?		PSTA intends on taking this to our October 27, 2021 Board of Directors meeting for approval
80	6	Section 3, GC 5 TITLE & WARRANTY OF TITLE	34	Adequate documents for registering title for each of the buses delivered under this Contract in Pinellas County Florida shall be provided to the Agency not fewer than ten (10) business days before delivery to the Agency. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Agency free and clear of any and all encumbrances.	GILLIG proposes to provide the following industry standard documents if we are the successful bidder for this procurement: 1. Our Manufacturer's Statement of Origin (MSO) document for each vehicle. This form has been approved in all 50 states and transfers ownership directly from the manufacturer to the procuring agency. 2. The procuring agency provides the MSO document to your local Department of Motor Vehicles in order to transfer ownership and secure the title for each vehicle. 3. The procuring agency would be responsible for title fees or licenses, if any.	Approved	Agree and approved
79	6	Section 4, SP 1.2 PILOT BUS	48	. . . No later than seven (7) days after the end of the 30-day test, the Agency shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles.	GILLIG requests the agency provide a written report of any non-compliance issue to the contractor within 30 days after delivery. If no issues are reported, acceptance occurs on day 31 or if the agency puts the bus in revenue service. The PILOT bus will have completed full compliance testing at the factory to allow resolution of any Agency issues prior to shipment.	Approved	PSTA approves this request

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78	6	Section 4, SP 2.4 CONTRACT DELIVERABLES - TABLE 1	51	12. PERFORMANCE BOND	Please advise if a PERFORMANCE BOND will be required for this procurement? GILLIG is concerned that the exclusion of this bond will permit irresponsible companies to bid without having sufficient resources to fully satisfy the contract or provide proper long term support for the procuring agency. GILLIG requests the addition of a 100% Performance Bond requirement to your contractual term for all bidders.	See Response	No performance bond is required
77	6	Section 4, SP 3 PAYMENT	53	Payment due date is calculated from time the Agency Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. No advance payments are authorized. Payment will be made for only actual services or commodities that have been received and accepted by the Agency.	GILLIG requests revision of this section to the current industry standard and APTA recommended payment terms: Payment due date for purchase of goods or services other than construction services is net thirty (30) days from the accepted date.	Denied	PSTA can not approve this request, due to FL statute Florida Prompt payment Act FS218.72 and FS218.73
76	6	Section 4, SP 3.1, PAYMENT TERMS	53	The Agency shall make payments for buses at the unit prices itemized in the price schedule within 45 days after the delivery and acceptance of each bus and receipt of a proper invoice. The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 45 days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.	GILLIG requests revision to the current industry standard and APTA recommended payment terms for FTA funded procurements: The Agency shall make payments for buses at the unit prices itemized in the price schedule within 30 days after the delivery and acceptance of each bus and receipt of a proper invoice. The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30 days after delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.	Denied	PSTA can not approve this request, due to FL statute Florida Prompt payment Act FS218.72 and FS218.73
75	6	Section 4, SP 7. INSURANCE	55	Contractor must provide a certificate of insurance and endorsement in accordance with the insurance re-requirements listed below by the Effective Date. ...	GILLIG maintains and pays the premiums for insurance of the types and limits it deems sufficient for its protection. The Additional Insured endorsement can be provided as requested. Please note we exceed the requested limits in many areas. Enclosed is a copy of our Certificate of Liability Insurance for your information and approval.	Approved	NA
74	6	Section 4, SP7. PROFESSIONAL LIABILITY INSURANCE	58	Professional Liability Insurance recognizes that the work governed by this Contract involves the furnishing of advice or services of a professional nature, Contractor shall purchase and maintain throughout the life of this Contract, Professional Liability Insurance which will re-respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of Contractor arising out of work governed by this Contract. The minimum limits of liability shall be: • \$1,000,000 per Claims Made Bases/or per Occurrence • \$3,000,000 Aggregate If coverage is provided on a claims made basis, Contractor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least two (2) years following the conclusion of this Contract, or purchase an extended claims reporting period of two (2) years following the expiration of this Contract.	GILLIG requests deletion of the requirement for Contractor to have Professional Liability Insurance. This coverage is only necessary for professional services such as engineering, architecture, etc. Contractor's General Liability will provide the Agency with insurance protection for product related liability issues.	Approved	Request approved
73	6	SECTION 4, SP 8 Software Escrow Account	59	All the Contractor's policies shall contain an endorsement naming the Agency as an additional insured and providing that written notice shall be given to the Agency's location at least thirty (30) days prior to termination, cancellation or material reduction of coverage in the policy, provided, however, that such notice may be given on ten (10) days' notice if the termination is due to nonpayment of premium. Upon execution of the Contract, the Contractor shall provide the Agency a list of all OEM software comprising proprietary works ("Proprietary Software") for all major vehicle subsystems. From time to time and only upon request, information contained within the listed software may be made available to the Agency through the OEM of the vehicle subsystem. The Contractor and OEM are not obligated to provide copies of source code, as this is proprietary intellectual property; however, the Contractor is obligated to assist the Agency with any technical assistance for the duration of the life of the vehicle. It is the Agency's prerogative to evaluate the long-term viability of the Contractor and its Subcontractors and Suppliers based upon the criteria set forth in "Qualification Requirements."	1. GILLIG requests confirmation that a "separate" Software Escrow Account is not required for this procurement? We request confirmation that a separate Software Escrow Account would only be required in the case of bankruptcy of the Contractor or material breach of the Contract. 2. Paragraph 2 - we request deletion of the requirement to provide the Agency a list of all OEM software comprising proprietary works ("Proprietary Software") or all major vehicle subsystems upon execution of the Contract. GILLIG considers this information to be proprietary and the information is not available from our major subsystem suppliers. 3. GILLIG confirms we will continue to support the Agency through our Field Service Department and Warranty coverage as required in your specifications.	See Response	1. Approved 2. Approved 3. Acknowledged
72	6	Section 6, TS 88.4 COST OF OWNERSHIP	187	In addition to the Proposers submittals describing and defining the service and maintenance requirements for the equipment, a "Cost of Ownership" template has been developed and included in the forms to be filled out by the Proposer as an element of the submittal package.	COST OF OWNERSHIP template is missing from the specifications.	See Response	There was no Total Cost of Ownership form included in the RFP package. PSTA is requesting Proposer's submit information related to anticipated cost of ownership on either their own form or included as a narrative in the proposal response.
71	6	IP 14. Ordering Instructions	28	Each Procuring Agency will forward to PSTA the executed purchase order for the buses being purchased. Each purchase order will contain the pricing for any and all optional equipment and or accessories listed in the Contractor's proposal. The Contractor will promptly assign each order a tracking and control number and forward a copy of the request and purchase order to the Florida Transit Association Finance Corporation(FTAFC) for processing and invoicing of transaction fees (\$500 per bus, not to exceed \$10,000 per calendar year per Procuring Agency).	GILLIG requests the ordering instruction be changed to the same as is currently used for the Florida Heavy Duty Bus contract with JTA - Upon receipt of quote, review and compare against to ensure that the options and pricing are in accordance with the contract documents. All purchase orders must reference Contract RFP 21-980369 Florida Electric Transit Buses. Upon issuance and approval of your agency purchase order, send directly to the contractor. Under this contract, the contractor will be responsible for providing Florida Transit Association Finance Corporation (FTAFC) a copy of each agency's purchase order upon receipt. The contractor will also provide the FTAFC with a quarterly statement of purchases made off the contract. The FTAFC will issue an invoice to the procuring agency to pay the FTAFC a transaction fee of Five Hundred dollars (\$500.00) not to exceed ten thousand dollars (\$10,000.00) per calendar year.	See Addendum	See Addendum for Revised Ordering Instructions
70	6	TS 5.9 Technical Service Representatives	78	The Contractor shall provide full-time, on-site technical support representative for the buses and charging and associated equipment for the first two (2) years after bus delivery, with annual renewal options for ten (10) more years	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Addendum #4 deleted the requirement of providing a full-time, on-site technical support representative for two years after bus delivery with annual renewal options for ten years. All other language in TS 5.9.1 Technical/Service Representatives still applies. Proposer shall provide sufficient information in their proposal detailing their field service support capabilities, including response times, staff levels, service centers (if applicable), for both the bus and charging equipment.
69	6	TS 88.3 Conditional Assessment	187	The Contractor shall be responsible for conducting a conditional assessment of the buses at the end of one year and three years of service life.	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Approved. Please submit pricing separately as an option.

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68	6	TS 89.1 Charger Maintenance Procedures	187	The Contractor shall provide a three (3) years of maintenance technical support of the charging equipment (both on-route and depot charges). This three year period shall correspond to the warranty period in start and end date as outlined in the Warranty Section. A written maintenance plan and training must be provided to the Agency prior to acceptance. The plan shall include at a minimum a 52 week preventative and scheduled maintenance and Long-term capital rehab / replacement plan for the life of the system. PSTA will use its own staff (or through the use of outside subcontractors) to provide weekly inspections as required to check fluids, drain filters and perform other similar light inspection and service as documented in the maintenance plan. Contractor shall visit the site not less frequently than once per month to perform inspections and maintenance as required. These visits must be coordinated with the Agency to ensure that there are buses that can be charged to allow operational testing. Contractor shall maintain detailed records of all inspections, calibrations, tests, maintenance and repairs. Information shall be provided to the Agency on a timely basis for storage.	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Approved. Please submit pricing separately for the three (3) years of technical support as an option. However, a written maintenance plan and initial training for charging equipment shall be furnished to the agency as a contract deliverable and at no additional cost.
67	6	TS 89.2 Maintenance Materials and Licenses	188	The Contractor shall supply all parts and consumables included within the cost of the contract. The Contractor shall maintain an inventory of all required parts including consumables and major repair parts during the terms of this contract. The Agency will pay the cost of all electric power and communications to the station. The Agency will provide insurance on the property. Contractor will provide other insurance as indicated elsewhere in this document Contractor shall keep all operating permits current. Contractor shall at their own expense provide any documentation and/or testing required and pay any fees required for these permits. Contractor shall pay any upgrade or annual license fees as required to keep all copies of software current.	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Approved. Please submit pricing separately as an option.
66	6	TS 89.4 Performance Reporting	188	The Contractor shall be responsible for monitoring the performance of the charging equipment and re-reporting the condition to the Agency on a monthly basis. The report should include any recommendations for improvements that improve the charging of the buses or reduce the overall operational costs during the duration of the contract.	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Approved. Please submit pricing separately as an option.
65	6	TS 89.4 Conditional Assessment	188	The Contractor shall be responsible for conducting a conditional assessment of the charging equipment at the end of one year and three years of service life.	GILLIG requests this requirement be priced separately from the base bus as an option. GILLIG believes that not every purchasing agency will require this type service and including it the base bus price will only inflate the cost.	See Response	Approved. Please submit pricing separately as an option.
64	6	TS 90 Exportable Power Supply	189	Please describe the capabilities of the vehicle to provide power to auxiliary systems outside of the bus when stationary.	GILLIG wishes to advise that our Battery Electric Bus is not designed to power to auxiliary systems outside of the bus and therefore will not be proposed.	See Response	Acknowledged.
63	6	#3 - Agreement For Electric Transit Buses with Charging and Associated Equipment	Page 1	SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall furnish to PSTA Electric Transit Buses with Charging and Associated Equipment as described in, and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the "Services"), and in the amount set forth in the RFP. Contractor acknowledges that it has read the specifications and understands them. Contractor also agrees to provide electric transit buses with charging and associated equipment to all permissible assignees of PSTA. PSTA's permissible assignees shall have the option to purchase electric transit buses and charging and associated equipment in accordance with the terms and conditions of the RFP, and specifically SP 3of the RFP.	GILLIG requests clarification: How do you determine who is a "permissible assignee" and will PSTA authorization be required to be a permissible assignee?	See Response	1. "permissible assignee" shall mean all State agency, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities. 2. Will PSTA authorization be required to be a permissible assignee- NO
62	6	NR 3. Proposal Due Date and Submittal Requirements	13	Proposals must be received by 10:00 am local time on Tuesday, September 21, 2021. (date changed in Addendum 5)	Request that the proposal due date be not less than three (3) weeks after receipt of responses to Requests for Pre-Offer Change or Approved Equal and/or the final Addendum. This will ensure that Offerors have sufficient time to thoroughly review any changes and secure appropriate quotes from suppliers.	See Response	Not sure if this is still applicable
61	6	SP 1.2 Pilot Bus	48	The Contractor shall produce one pilot vehicle for each type of vehicle with respect to the base order.	Request that the requirement for a pilot bus be removed as there is no clear indication of how many buses would be purchased in the base order, or which agency would be managing the base order.	See Response	PSTA prefers to keep the language "as-written" in the RFP for the purposes that it shall apply to order quantities of two (2) or greater.
60	6	TS 5.13 Fire Suppression	80	The buses shall be equipped with a suitable means of automatically detecting and extinguishing fires and/or overtemperature situations that may cause unreliable or unsafe operation.	Please clarify whether the base bus pricing should include a Fire Suppression System as there are lines for a number of different fire suppression systems on the Pricing Schedule. Note: Proterra's base design does not include Fire Suppression; however, we can add any of the options listed on the pricing schedule.	See Response	The base bus shall be equipped with a suitable fire suppression system manufacture red by Amerex, or approved equal.
59	6	TS 6.4 Step Height TS 6.4.1 Transit Coach	82	The step height shall not exceed 16.5 in. at either doorway without kneeling and shall not exceed 15.5 in. at the step. A maximum of two steps are allowed to accommodate a raised aisle floor in the rear of the bus.	Request approval for the step height to not exceed 15.7" at the front doorway and 17.1" at the rear doorway when the doors are open to passenger ingress (un-kneel) or 13" at the front doorway and 14.4" at the rear doorway when fully knelt.  One of the major benefits of the Proterra 2X5 vehicle is the placement of the battery packs under the floor and between the axles. Having the batteries located in this position allows for the following benefits: Lower Center of Gravity for better handling and increased safety; no HV batteries located in the passenger compartment; and batteries mounted lower than the side impact height for automobiles.	Approved	NA
58	6	TS 6.6 Ramp Clearances	82	The breakover angle is the angle measured between two lines tangent to the front and rear tire static loaded radius and intersecting at a point on the underside of the vehicle that defines the largest ramp over which the vehicle can roll. 8 deg min front breakover	Request approval for a breakover angle of 7.8 degrees at ride height. Note that our bus has an over-raise feature that can be engaged while driving that increases the breakover angle up to 8.9 degrees.	Approved	NA
57	6	TS 6.8 Floor Height TS 6.8.1 Transit Coach	83	Height of the step above the street shall be no more than 16 in. measured at the centerline of the front and rear doorway. All floor measurements shall be with the bus at the design running height and on a level surface and with the standard installed tires. A maximum of two steps are allowed to accommodate a raised aisle floor in the rear of the bus.	Request approval for the step height to not exceed 17.1" at the rear doorway when the doors are open to passenger ingress (un-kneel) Note that rear doorway step height decreases to 14.4" when fully knelt.  One of the major benefits of the Proterra 2X5 vehicle is the placement of the battery packs under the floor and between the axles. Having the batteries located in this position allows for the following benefits: Lower Center of Gravity for better handling and increased safety; no HV batteries located in the passenger compartment; and batteries mounted lower than the side impact height for automobiles.	Approved	NA
56	6	TS 7.3 Acceleration	85	The system shall be programmable to allow optimization of acceleration and deceleration rate. Performance may be affected when reprogramming. The manufacturer shall supply the new performance data. The Contractor shall provide performance scans to the Agency based on the Agency's specific drivetrain configuration.	Request approval of our standard offer which includes a choice of 3 pre-configured customer selectable settings for acceleration and regenerative braking levels per the options described in Exhibit A. These settings have been optimized for ideal performance and efficiency, and we would work with the Authority to determine the best solution based on the Authority's profile and preferences.	See Response	Approved. Please also submit these materials as part of your proposal for review by the evaluation committee.
55	6	TS 9.1.3 Primary Propulsion Unit and Traction Motor(s)	89	The propulsion and braking systems shall meet the performance requirement of the Duty Cycle. Braking application and performance shall remain consistent regardless of the System State of Charge (SOC) or other variances related to regenerative braking. The system shall be programmable to allow optimization of acceleration and deceleration rate. Performance may be affected when reprogramming. The manufacturer shall supply the new performance data. In addition to power required for propulsion, sufficient excess power shall be available to operate all accessories at their normal operating condition throughout the transit bus duty cycle.	Request approval of our standard offer which includes a choice of 3 pre-configured customer selectable settings for acceleration and regenerative braking levels per the options described in Exhibit A. These settings have been optimized for ideal performance and efficiency, and we would work with the Authority to determine the best solution based on the Authority's profile and preferences.	See Response	Approved. Please also submit these materials as part of your proposal for review by the evaluation committee.
54	6	TS 9.1.3 Primary Propulsion Unit and Traction Motor(s)	89	The propulsion system shall be designed so that no component operates at more than 80% of its maximum designed load, speed, voltage or amperage. A programmable system shall be provided to limit motor speed to a safe value. Propulsion system operation, including charging of the energy storage system, shall be electronically controlled. It shall have a programmable performance control system and the latest maintenance and diagnostic software system. PSTA will be granted access to full re-programming functionality to all components of the vehicle.	Request approval of our standard offer which includes a choice of 3 pre-configured customer selectable settings for acceleration and regenerative braking levels per the options described in Exhibit A. These settings have been optimized for ideal performance and efficiency, and we would work with the Authority to determine the best solution based on the Authority's profile and preferences.	See Response	Approved. Please also submit these materials as part of your proposal for review by the evaluation committee.

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Request #	Addendum	RFP Section	Page	RFP	Questions/Clarification or Approved Equal	Agency Action	Agency response:
53	6	TS 9.1.5 Propulsion System Controller (PSC)	92	The PSC regulates energy flow throughout system components in order to provide motive performance and accessory loads, as applicable, while maintaining critical system parameters (voltages, currents, temperatures, etc.) within specified operating ranges.	Request approval of our system design which does not use a Propulsion System Controller (PSC). We utilize a powertrain controller to manage the traction motor and transmission, an ESM to interface to the batteries, a charge controller for charging, and a vehicle controller to integrate the systems all together. The vehicle controller manages all power flow and ancillary load management.	Approved	NA
52	6	TS 10.1 Component Thermal Management	94	A means of determining satisfactory component coolant level shall be provided. A spring-loaded, push-button type valve or lever shall be provided to safely release pressure or vacuum in the cooling system with both it and the water filler no more than 460 in. above the ground. Both shall be accessible through the same access door.	Request approval of our proposed coolant system design which does not incorporate a manual pressure relief valve. The expansion tank cap relieves pressure above 13psi. During fill, a solenoid valve opens which relieves pressure while the fill pump is running.	Approved	NA
51	6	TS 15 Radiator	98	Radiator piping shall be stainless steel, brass tubing or painted steel rated at 1000 hours of salt spray according to ASTM B117. Where practicable, hoses shall be eliminated. Necessary hoses shall be impervious to all bus fluids. All hoses shall be secured with stainless steel clamps that provide a complete 360 deg. seal. The clamps shall maintain a constant tension at all times, expanding and contracting with the hose in response to temperature changes and aging of the hose material.	Request approval of our standard Mubea radiator clamps. The clamps are steel and have passed a 1,000+ hour salt spray test. Please refer to Exhibit B for more information.	Approved	NA
50	6	TS 29.3.4 Kneeling	108	An indicator visible to the driver shall be illuminated until the bus is raised to a height adequate for safe street travel. An audible warning alarm will sound simultaneously with the operation of the kneeler to alert passengers and bystanders. A warning light mounted near the curbside of the front door, a minimum 2.5 in. diameter amber lens, shall be provided that will blink when the kneel feature is activated. Kneeling shall not be operational while the wheelchair ramp is deployed or in operation.	Request approval of our standard warning light which is a minimum of 1.75" diameter amber lens.	See Response	Conditional approval is granted on the basis that the 1.75" diameter lenses meet FVMSS, ADA, or any other governing body specification for use on a public transit bus.
49	6	TS 37.3 Air Lines and Fittings	115	<p>DEFAULT</p> <ul style="list-style-type: none"> <li>Green: Indicates primary brakes and supply.</li> <li>Red: Indicates secondary brakes.</li> <li>Brown: Indicates parking brake.</li> <li>Yellow: Indicates compressor governor signal.</li> <li>Black: Indicates accessories.</li> </ul>	<p>Request approval of the following color combination for air lines:</p> <ul style="list-style-type: none"> <li>Green: Indicates primary brakes and supply</li> <li>Red: Indicates secondary brakes</li> <li>Brown: Indicates parking brake</li> <li>Yellow: Indicates transmission and ride height controller feed (we don't have governor air lines)</li> <li>Black: Indicates accessories &amp; doors</li> <li>Blue: Indicates curb side air bags</li> <li>Orange: Indicates street side air bags</li> </ul>	Approved	NA
48	6	TS 38.1 Modular Design	117	Design of the electrical, electronic and data communication systems shall be modular so that each electronic device, apparatus panel, or wiring bundle is easily separable from its interconnect by means of connectors.	<p>Request approval of our standard multicore cable which runs from the drivetrain to the power steering motor at the front of the vehicle. It passes through 2 bulkheads and is part of a drivetrain harness. Maintaining a constant shield is important to protect other systems from Electro-Magnetic Interference. Also, reducing the number of terminations also improves the reliability of the circuit.</p> <p>If this cable were to be damaged and be required to be replaced, it can be done with minimal extra effort when compared to the requested design. To date, we haven't replaced this cable on any vehicle in service.</p>	Approved	NA
47	6	TS 40.5 High Voltage Disconnect System	121	The high-voltage system shall be fitted with automatic disconnecting contactors located as closely as possible to the positive and negative battery output terminals so as to minimize the external circuitry that is not de-energized when the devices open. These contactors shall be in addition to any such devices incorporated in the motor controller, and shall not require electrical power to operate (that is, they shall be normally open when unpowered). The contactors shall be rated as capable of interrupting the maximum normally encountered charging or operating current at the highest voltage likely to be encountered (maximum charger-output voltage, or charger-input voltage, whichever is greater). Contactors shall be controlled by the "High Voltage Disconnect" switch, and any safety-critical interlocks and interlock loops, motor-controller overcurrent- protection functions, and vehicle crash and/or fire sensors. Reset of the contactors shall require the deliberate action of the operator or maintenance personnel. Contactors should provide a visual or electrical indication of their status (open or closed) or of a failure to function.	<p>Request approval of our standard design high voltage disconnect system which operates as follows:</p> <ul style="list-style-type: none"> <li>Our system utilizes redundant contactors. One set in each battery pack and another set in the main HV junction box.</li> <li>A separate HV disconnect is a physical disconnect and doesn't go through the contactors.</li> <li>The contactors are controlled by the BMS and vehicle controller with a number of different conditions that can disable them.</li> </ul>	See Response	Please submit further explanation as part of your proposal for review by the evaluation committee.
46	6	TS 41.1.2 Shielding	125	All wiring that requires shielding shall meet the following minimum requirements. A shield shall be generated by connecting to a ground, which is sourced from a power distribution bus bar or chassis. A shield shall be connected at one location only, typically at one end of the cable. However, certain standards or special requirements, such as SAE J1939 or RF applications, have separate shielding techniques that also shall be used as applicable. NOTE: A shield grounded at both end forms a ground loop, which can cause intermittent loss of control or faults. When using shielded or coaxial cable, upon stripping of the insulation, the metallic braid shall be free from frayed strands, which can penetrate the insulation of the inner wires. To prevent the introduction of noise, the shield shall not be connected to the common side of a logic circuit.	Request approval of our standard design which has some shields that are grounded at both ends per the component manufactures installation instructions (i.e. power cables between the motor and inverter)	See Response	Please submit further explanation as part of your proposal for review by the evaluation committee.
45	6	TS 44.5 Normal Bus Operation Instrumentation and Controls	129	The following list identifies bus controls used to operate the bus. These controls are either frequently used or critical to the operation of the bus. They shall be located within easy reach of the operator. The operator shall not be required to stand or turn to view or actuate these controls unless specified otherwise.	Request that the instrumentation and controls listed be noted as representative only and that the final layout of instrumentation and controls be agreed upon in the pre-production meeting(s).	See Response	Proposer's may specify whichever dash layout is inherent to the design of the bus.
44	6	TS 44.6.1 Pedal Angle	133	The vertical angle of the accelerator and brake pedals shall be determined from a horizontal plane regardless of the slope of the cab floor. The accelerator and brake pedals shall be positioned at an angle of 37 to 50 deg at the point of initiation of contact and extend downward to an angle of 10 to 18 deg at full throttle. The location of the brake and accelerator pedals shall be determined by the manufacturer, based on space needs, visibility, lower edge of windshield and vertical H-point.	<p>Request approval for the pedal angles to be as follows:</p> <ul style="list-style-type: none"> <li>-Accelerator pedal 45° at initiation and 25° at full throttle</li> <li>-Brake pedal 45° at initiation and 25° at full brake</li> </ul>	Approved	NA
43	6	TS 47.7.1 Exterior Mirrors	138	The bus shall be equipped with corrosion-resistant, outside rearview mirrors mounted with stable supports to minimize vibration. Mirrors shall be firmly attached to the bus to minimize vibration and to prevent loss of adjustment with a breakaway mounting system. Mirrors shall permit the driver to view the roadway along the sides of the bus, including the rear wheels. Mirrors should be positioned to prevent blind spots.	Request approval of our standard exterior mirrors as described in Exhibit C. Please note that additional options and sizing on the Price Sheet are not available on Proterra buses.	See Response	Proposer's may specify whichever mirrors are inherent to the design of the bus.
42	6	TS 49.1 Glazing	140	Shaded Band The upper portion of the windshield above the driver's field of view shall have a dark, shaded band and marked AS-3, with a minimum luminous transmittance of 5 percent when tested in accordance to ASTM D1003.	Request approval for our standard windshield design which does not have a shaded band as our overhead panel is fairly low and a shaded band may interfere with mirror visibility. Proterra could apply a tint film with 5% LT that sits just below the blackout on the street side of the windshield.	Approved	NA
41	6	TS 50 Driver's Side Window	140	The driver's side window shall be the sliding type, requiring only the rear half of the sash to latch upon closing, and shall open sufficiently to permit the seated operator to easily adjust the street-side outside rearview mirror. When in an open position, the window shall not rattle or close during braking. This window section shall slide in tracks or channels designed to last the service life of the bus. The operator's side window shall not be bonded in place and shall be easily replaceable. The glazing material shall have a single-density tint.	Request approval for our standard driver's side window which is hidden frame and non-egress as described in Exhibit D. Please note that traditional framed windows, full slider, and egress driver's side windows are not available on Proterra buses.	See Response	Proposer's may specify whichever windows are inherent to the design of the bus.
40	6	TS 50 Driver's Side Window	140	The driver's view, perpendicular through the operator's side window glazing, should extend a minimum of 33 in. (840 mm) to the rear of the heel point on the accelerator, and in any case must accommodate a 95th percentile male operator. The view through the glazing at the front of the assembly should begin not more than 26 in. (560 mm) above the operator's floor to ensure visibility of an under-mounted convex mirror. Driver's window construction shall maximize ability for full opening of the window.	Request approval for our standard driver's side window which allows the view through the glazing at the front of the assembly beginning not more than 27.2 in. above the operator's floor.	Approved	NA



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39	6	TS 51 Side Windows TS 51.1 Configuration	141	Side windows shall not be bonded in place, but shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent. All aluminum and steel material will be treated to prevent corrosion.	Request approval of our standard passenger windows which are flush and not bonded; however, our design incorporates a quarter window just ahead of the front entrance door which is bonded in place.	See Response	Proposer's may specify whichever windows are inherent to the design of the bus.
38	6	TS 51 Side Windows	142	Default and Alternative Configurations	Request approval for Proterra's streamlined body design which exclusively uses hidden frame side windows. Please note that traditional framed windows are not available on Proterra buses.	See Response	Proposer's may specify whichever windows are inherent to the design of the bus.
37	6	TS 54.3 Controls for the Climate Control System (CCS)	146	The controls for the driver's compartment for heating, ventilation and cooling systems shall be integrated and shall meet the following requirements: <ul style="list-style-type: none"> <li>The heat/defrost system fan shall be controlled by a separate switch that has an "off" position and at least two positions for speed control. All switches and controls shall preclude the possibility of clothing becoming entangled, and shields shall be provided, if required. If the fans are approved by the Agency, an "on/off" switch shall be located to the right of or near the main defroster switch.</li> <li>A manually operated control valve shall control the coolant flow through the heater core.</li> <li>If a cable-operated manual control valve is used, then the cable length shall be kept to a minimum to reduce cable seizing.</li> </ul> Heater water control valves shall be "positive" type, closed or open. The method of operating remote valves shall require the concurrence of the Agency project manager.	Request approval for our standard design which does not require a manually operated control valve because the heater is electrical and does not use heated water.	See Response	Proposer's may specify whichever system/controls method is inherent to the design of the bus.
36	6	TS 54.4 Driver's Compartment Requirements	147	A ventilation system shall be provided to ensure driver comfort and shall be capable of providing fresh air in both the foot and head areas. Vents shall be controllable by the driver from the normal driving position. Details shall be provided, indicating "operating instructions" and "open" and "closed" positions. When closed, vents shall be sealed to prevent the migration of water or air into the bus.	Request approval for our standard design which does not have provisions to provide fresh-air (exterior air) to the driver's area.	See Response	Please submit further explanation as part of your proposal for review by the evaluation committee.
35	6	TS 57 Maintainability	148	DEFAULT High and low refrigerant pressure electronic gauges to be located in the return air area.	Request approval for our standard design which does not incorporate remote "mechanical" gauges and has no provisions for them. The high and low pressures can be viewed through an unlocked service screen on our HVAC controller. Also, the high and low pressure are on the CAN messages and are visible through the service tool.	Approved	NA
34	6	TS 62 Repair and Replacement TS 62.1 Side Body Panels (Transit Coach)	149	Structural elements supporting exterior body panels shall allow side body panels below the windows to be repaired in lengths not greater than 12.5 ft.	Request approval for our standard bus design which uses a composite, monocoque body that does not have exterior paneling. The outer skin is integral to the body structure. When damage occurs to the exterior of the vehicle, the repair is contained to just the damaged area. The side body from floor to window is repairable with common composite repair techniques. The body is also covered with a gel coat that resists chips and cracks.	Approved	NA
33	6	TS 67.1 Access Doors (Transit Coach)	150	Access openings shall be sized for easy performance of tasks within the compartment, including tool operating space. Access doors shall be of rugged construction and shall maintain mechanical integrity and function under normal operations throughout the service life of the bus. They shall close flush with the body surface. All doors shall be hinged at the top or on the forward edge and shall be prevented from coming loose or opening during transit service or in bus washing operations. All access doors shall be retained in the open position by props or counterbalancing with overcenter or gas-filled springs with safety props and shall be easily operable by one person. Springs and hinges shall be corrosion resistant. Latch handles shall be flush with, or recessed behind, the body contour and shall be sized to provide an adequate grip for opening. Access doors, when opened, shall not restrict access for servicing other components or systems. If precluded by design, the manufacturer shall provide door design information specifying how the requirements are met.	Request approval for our standard design which has lower side access doors for the motor compartment that, when opened, restrict access to the upper side access doors. All other access doors, when opened, do not restrict access for servicing other components or systems. Please see Exhibit E for additional details.	See Response	Approval is granted that your standard design which has lower side access doors for the motor compartment that, when opened, restricts access to the upper side access doors. However, upon review of the pictures contained in your Exhibit E—Access Panels, it appears that the lower panel's right hand door support strut would need to be removed into order to pull the 12/24 V battery tray out. Please confirm.
32	6	TS 69.1 Appearance	152	All exterior surfaces shall be smooth and free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system Supplier prior to application of paint to ensure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting, where possible, to prevent corrosion. The bus shall be painted prior to installation of exterior lights, windows, mirrors and other items that are applied to the exterior of the bus. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels.	Request approval for the base white color of the bus body to be gelcoat rather than paint. The gelcoat is inherent to the composite body construction and is resistant to chips and cracks. Please note that due to Proterra's design with hidden frame windows, black masking at the windows is not applicable.	Approved	NA
31	6	TS 73.19 Farebox/Card Reader Lighting TS 73.19.1 Transit Coach	160	ALTERNATIVE (TRANSIT COACH) Provide a farebox and card reader light.	Please clarify whether farebox and card reader lights are part of the base bus or an option. If the intent is for these to be an option, please add a line item to the Pricing Schedule.	See Response	It is part of the base bus.
30	6	TS 76.15 Construction and Materials (Transit Coach)		Selected materials shall minimize damage from vandalism and shall reduce cleaning time. The seats shall be attached to the frame with tamper-resistant fasteners. Coloring shall be consistent throughout the seat material, with no visually exposed portion painted. Any exposed metal touching the sides or the floor of the bus shall be stainless steel. The seat, pads and cushions shall be contoured for individuality, lateral support and maximum comfort and shall fit the framework to reduce exposed edges.  The minimum radius of any part of the seat back, handhold or modesty panel in the head or chest impact zone shall be a nominal 1/4	Request approval of our standard seats which are bolted into the body with hex bolts and locknuts onto tee bolts with the seat rail. The seats themselves are built with tamper-resistant fasteners.	Approved	NA
29	6	TS 78.5 Door Glazing	170	Door glazing shall be easily replaceable.	Request approval for our standard Ventura door glazing replacement procedures as defined in Exhibit F.	See Response	Approved. Please also submit these materials as part of your proposal for review by the evaluation committee.
28	6	TS 78.9 Actuators	171	If powered by compressed air, exhaust from the door system shall be routed below the floor of the bus to prevent accumulation of any oil that may be present in the air system and to muffle sound.	Request approval of our standard design in which the exhaust from the door system is not routed below the floor of the bus. It exits through a muffler on the valve block of the actuator mechanism. Oil in the air lines is separated out by an individual air filter for each door.	Approved	NA
27	6	TS 85 Electronics/Equipment Compartment	180	Each bus shall be equipped a fully sealed compartment located on the left front wheelhouse to provide a mounting location for radio equipment, video recording equipment, APC equipment and other electronic equipment. The compartment shall be lockable, completely water resistant and of steel construction. It shall be accessible from inside the bus, shall have 3 slide trays that automatically lock into place for easy maintenance of the equipment. The compartment shall be water resistant when the service door is secured. The compartment shall be supplied with power and ground circuit requirements.	Request approval for our standard ITS storage box which is located on the street-side wheel housing. Please note that our storage box is designed to provide sufficient access to customer ITS-related equipment as shown in Exhibit G.	See Response	Approved. Please also submit these materials as part of your proposal for review by the evaluation committee.
26	6	TS 87 Charging System Specifications	182	The chargers shall be equipped with an submeter that: Measures and displays kWh consumed and real time load in KW within 1% accuracy; Is capable of RS-485 communications; and Records kWh and KVARh delivered, kWh and KVARh received.	Can the submetering be handled by an external device, or must it be part of the charger?	See Response	It can be either an external device or part of the charger.
25	6	TS 87.1 "In-Shop" and/or "Depot Charger"	183	The bus mounted receptacle shall be of simple and ergonomic design, of not more than 25 pounds (plug and cord), not more than two plugs, and heavy-duty construction, and shall not be energized except when mated with the charger connectors.	Is there a minimum cable length required?	See Response	No. Proposer shall state what their standard length offering is along with whether custom lengths are available.
24	6	S-10 Pricing Schedule	N/A	Entire Form	Please clarify that it is not mandatory to quote every line item listed as some line items are not available on Proterra Electric Buses.	See Response	It is not mandatory to quote every line item. For those items not quoted please mark as "No Quote".

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Request #	Addendum	RFP Section	Page	RFP	Questions/Clarification or Approved Equal	Agency Action	Agency response:
23	6	S-10 Pricing Schedule	N/A	Destination Signs	Per Addendum 1 (through 4), the base buses should include destination signs on the front and side; the rear sign is listed as an alternative. The Pricing Schedule lists standalone options for 126 Luminator Rear View Camera Integrated into Rear LED sign; and Luminator-Delete Rear Sign. Neither of those would be appropriate if the base buses do not include a rear sign.	See Response	The base bus shall be furnished with a front and right side (curbside) destination sign. Luminator Smart Series III with white LED, or approved equal. A rear sign may be quoted as optional equipment. Being said, the call-out Luminator-Delete Rear sign is not applicable and should be disregarded.
22	4	TS 7.4	85	<b>TS 7.4 Operating Range</b> The operating range of the coach shall be designed to meet the operating profile as stated in the "Design Operating Profile" section. The operating range of the coach on a single battery charge shall be designed to meet the following targeted ranges per the operating profiles as stated in the "Design Operating Profile" section.	Will PSTA specify the minimum operating range requirement?	See Response	There are no minimum range requirement specifications established in this RFP. As stated in the RFP and during the pre-proposal meeting, Proposers shall supply the range information requested in TS 8.1 for each size bus being submitted for consideration utilizing the Altoona On-Road Energy Consumption and Range Tests for buses. Specifically, CBD, ART, and COM Duty Cycles.
21	4	TS 7.3	85	<b>TS 7.3 Acceleration</b> Braking application and performance shall remain consistent regardless of system state of charge (SOC) or other variances related to regenerative braking.	We would like to clarify that electric bus is equipped with two braking systems to decelerate the bus. One is a pneumatic friction-based brake system, and another is a regenerative braking system. The braking performance is different with and without regenerative braking. Regenerative braking is available (braking performance is consistent) regardless of system SOC in our design. While, if the regenerative braking is limited or not available due to special condition, the braking performance is different. We request approval of the design.	Approved	NA
20	4	TS 8.2	87	<b>TS 8.2 Design Operating Profile (Battery Electric Bus)</b> Supply a performance summary for the exact bus(es) to be built, utilizing a 130% passenger load. Data to show AT LEAST the following: time to speed on flat ground, 5%, 7%, 10% and maximum grade for speeds of 5, 10, 15, 25, 35 mph (or maximum for each grade).	We would like clarity that as operating range varies with road conditions, weather, bus configuration, driver behavior etc., We request the agency to provide a detail route profile data (including bus speed vs time, route grades vs bus speed, preferably at a sampling frequency of 1 Hz or greater)	See Response	Detailed route data is not available. As stated in the RFP and during the pre-proposal meeting Proposers shall supply the range information requested in TS 8.1 for each size bus being submitted for consideration utilizing the Altoona On-Road Energy Consumption and Range Tests for buses. Specifically, CBD, ART, and COM Duty Cycles. Assume ambient temperature of 90 deg F and weather customary to the State of Florida.
19	4	TS 8.2	87	<b>TS 8.2 Design Operating Profile (Battery Electric Bus)</b> Supply a performance summary for the exact bus(es) to be built, utilizing a 130% passenger load. Data to show AT LEAST the following: time to speed on flat ground, 5%, 7%, 10% and maximum grade for speeds of 5, 10, 15, 25, 35 mph (or maximum for each grade).	If detail route profile data is not available, We request approval to provide Altoona cycle operating range for reference.	See Response	See answers to previous questions.
18	4	TS 9.1.4	90	<b>TS 9.1.4 Energy Storage System and Controller Energy Storage System</b> A phased automatic shutdown system shall be provided	We would like PSTA to clarify the "A phased automatic shutdown system". What is the function? How does it work?	See Response	The intent of the specification is that sufficient warnings will be given to the operator that the SOC is running low. The intent of a "phase automatic shutdown" is, as an example, at 30% SOC a warning indicator, audible tone, is given, at 20% SOC the bus may derate in performance to conserve energy, at 10% SOC the bus goes into "limp-home" mode, at 0% the bus automatically shuts down. The levels of SOC stated previously are only used to illustrate the intent. Proposers shall specify what form of low-SOC shutdown protocols are in use.
17	4	TS 9.1.4	92	<b>TS 9.1.4 Energy Storage System and Controller Energy Storage System</b> <b>Battery Charging</b> The bus shall support an SAE-approved charging standard (SAE J3068 AC and/or SAE J1772 DC).	Will PSTA accept our AC charging as an option? Our AC charging has SAE J-3068 connector but not fully compliant to SAE J-3068.	See Response	Manufacturer shall provide a detailed description of its charging system and specify its compliance with one of the listed standards. If the charging system cannot meet compliance provide detailed information as part of the Proposal so that the Evaluation Committee may review and make a determination on acceptance.
16	4	TS 9.1.6	93	<b>TS 9.1.6 Hybrid System Controller (HSC)</b> The HSC regulates energy flow throughout hybrid system components in order to provide motive performance and accessory loads, as applicable, while maintaining critical system parameters (e.g., voltages, currents, temperatures, etc.) within specified operating ranges.	We requests to delete this requirement as the RFP is for electric bus.	See Response	If the specification does not apply to a manufacturer's bus design the Proposer may consider it not applicable.
15	4	TS 19	99	<b>TS 19. Altoona Testing</b> <b>DEFAULT</b> An Altoona Test Report shall be provided to the Agency with the Proposal submittal.	Will PSTA accept to provide altoona report prior to first bus delivery? And FTA does allow for test to be accepted upon delivery of the first bus.	See Response	The bus will need to satisfy meeting FTA Pre Award, Post delivery and FAST Act requirements.
14	4	TS 26.5	103	<b>TS 26.5 Construction</b> Plywood shall be certified at the time of manufacturing by an industry-approved third-party inspection agency such as APA – The Engineered Wood Association (formerly the American Plywood Association).	We would like clarity that the standard floor is Coosa Composite fiberglass composite floor. Coosa fiberglass composite floor can meet both FMVSS 302 and docket 90 requirement. And it is also Altoona tested in our bus. We requests approval of Coosa fiberglass floor.	Approved	NA
13	4	TS 56	148	<b>TS 56. Roof Ventilators</b> <b>ALTERNATIVE</b> Three Roof Ventilators (Used in articulated buses.)	Will PSTA accept two roof ventilators in articulated bus?	See Response	Yes, so long as number of ventilators satisfies compliance with FMVSS for minimum number of escape hatches.
12	4	TS 52	144	<b>TS 52. Capacity and Performance</b> <b>ALTERNATIVE</b> R134a The air conditioning system shall meet these performance requirements using R134a	R410a has a greater efficiency, lower price than R134a. Also R410a is more friendly to environment. We request approval for OUR HAVC which uses R410a for the system.	Approved	NA

Request for Pre-Offer Change or Approved Equal & RFP Updates

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Request #	Addendum	RFP Section	Page	RFP	Questions/Clarification or Approved Equal	Agency Action	Agency response:																											
11	4	TS 78.1.2	168	<p><b>TS 78.1.2 Rear Door(s)</b></p> <p>In cases where street-side and curbside doors are chosen, provisions shall be made for operating the front door, curbside rear door(s) and street-side rear door(s) independently or in the combinations shown in Table 7 while providing positive tactile feedback to the operator identifying the door control selection.</p> <p style="text-align: center;"><b>TABLE 7</b> Door Operating Combinations</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Front</th> <th>Curbside Rear</th> <th>Street-Side Rear</th> </tr> </thead> <tbody> <tr><td>Closed</td><td>Closed</td><td>Closed</td></tr> <tr><td>Open</td><td>Closed</td><td>Closed</td></tr> <tr><td>Open</td><td>Open</td><td>Closed</td></tr> <tr><td>Open</td><td>Closed</td><td>Open</td></tr> <tr><td>Open</td><td>Open</td><td>Open</td></tr> <tr><td>Closed</td><td>Open</td><td>Closed</td></tr> <tr><td>Closed</td><td>Closed</td><td>Open</td></tr> <tr><td>Closed</td><td>Open</td><td>Open</td></tr> </tbody> </table>	Front	Curbside Rear	Street-Side Rear	Closed	Closed	Closed	Open	Closed	Closed	Open	Open	Closed	Open	Closed	Open	Open	Open	Open	Closed	Open	Closed	Closed	Closed	Open	Closed	Open	Open	<p>Does PSTA need one front door, one curbside rear door and one street-side rear door in articulated bus? If not, please specify door number and door location.</p>	See Response	Disregard all references to "street-side" doors for articulated bus in this RFP. The doors being specified will be curbside only, mounted in the standard manufacturer locations.
Front	Curbside Rear	Street-Side Rear																																
Closed	Closed	Closed																																
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10	4	TS 5.9.1	78	<p><b>TS 5.9.1 Technical/Service Representatives</b></p> <p>The Contractor shall, at its own expense, have one or more competent technical service representatives available on request to assist the Agency in the solution of engineering or design problems within the scope of Services and the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under the provisions of "Section 7: Warranty Requirements."</p> <p>The Contractor shall provide full-time, on-site technical support representative for the buses and charging and associated equipment for the first two (2) years after bus delivery, with annual renewal options for ten (10) more years.</p>	<p>Proponent requests that requirement for full-time on-site technical support representatives for two years and beyond be removed as this will be cost prohibitive.</p> <p>Proponent has technical support staff for the bus that can provide solutions remotely or a technician in a service truck could be dispatched within 24-48 hours. Technical service for chargers also would be remote and an on-site representative could be provided within 24-48 hours.</p> <p>We request your approval.</p>	See Response	<p>PSTA approves of the request to delete the requirement of providing a full-time, on-site technical support representative for two years after bus delivery with annual renewal options for ten years.</p> <p>All other language in TS 5.9.1 Technical/Service Representatives still applies.</p> <p>Proposer shall provide sufficient information in their proposal detailing their field service support capabilities, including response times, staff levels, service centers (if applicable), for both the bus and charging equipment.</p>																											
9	3	SP 2.4	51-53	<p><b>SP 2.4 Contract Deliverables</b></p> <p>Contract deliverables associated with this Contract are set forth in Table 1, along with other pertinent information. Contract deliverables shall be submitted in accordance with "Section 6: Technical Specifications." Due dates shown note the last acceptable date for receipt of Contract deliverables. The Agency will consider early receipt of Contract deliverables on a case-by-case basis. The reference section designates the appropriate specification section(s) where the requirement is referenced.</p>	<p>We request clarification regarding the quantities of manuals needed. Please clarify which section prevails between Table 1: Contract deliverables and SP 5.2 Documentation.</p>	See Addendum	<p>Revised Table 1—Contract Deliverables attached.</p> <p style="text-align: center;">☐</p>																											
8	3	SP 2.4	51	<p><b>SP 2.4 Contract Deliverables</b></p> <p>Contract deliverables associated with this Contract are set forth in Table 1, along with other pertinent information. Contract deliverables shall be submitted in accordance with "Section 6: Technical Specifications." Due dates shown note the last acceptable date for receipt of Contract deliverables. The Agency will consider early receipt of Contract deliverables on a case-by-case basis. The reference section designates the appropriate specification section(s) where the requirement is referenced.</p>	<p>As per item 18 of Table 1, we understand that the City requests 20 bus orientation video. We propose to offer PSTA the right to film the on-site orientation training which includes a tour of the bus for future internal use.</p>	Approved	NA																											
7	3	SP 2.5	54	<p><b>SP 5.2 Documentation</b></p> <p>The Contractor shall provide an electronic copy and three (3) printed current maintenance manual(s) to include preventative maintenance procedures, diagnostic procedures or troubleshooting guides and major component service manuals, an electronic copy and three (3) printed current parts manual(s), and an electronic copy and three (3) printed standard operator's manual(s) as part of this Contract. The Contractor also shall exert its best efforts to keep maintenance manuals, operator's manuals and parts books up to date for a period of fifteen (15) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier will be provided.</p>	<p>There are incoherencies between the two section regarding the documentation specifications and Nova Bus would like to offer the best service according to the real needs of PSTA.</p>	See Response	<p>Revised SP 5.2 Documentation: The Contractor shall provide an electronic of current maintenance manual(s) to include preventative maintenance procedures, diagnostic procedures or troubleshooting guides and major component service manuals, an electronic copy of current parts manual(s), and an electronic copy of standard operator's manual(s) as part of this Contract. The Contractor also shall exert its best efforts to keep maintenance manuals, operator's manuals and parts manuals up to date for a period of fifteen (15) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier will be provided.</p>																											
6	2	TS 84.1 Camera Surveillance System	179	<p>Provide all wiring and mounting locations for a multi-camera surveillance system, including the installation of cameras, recorder, microphone, etc..</p>	<p>Proposer requests information on whether or not a camera system should be included in the base bus price. Currently, various information pertinent to details of this system such as supplier, number of cameras, type of DVR and functionalities are missing from the technical specifications. Such information is essential to be able to provide accurate pricing and configuration. In light of this, Proposer requests approval to provide price of such systems only through optional items included in CER 6. Pricing Schedule</p>	See Response	<p style="text-align: center;"><b>DEFAULT</b> No camera system. <b>ALTERNATIVE</b></p> <p>A camera system shall be installed. Agency to select from list of available camera systems from OEM options list including installation locations.</p> <p style="text-align: center;"><b>ALTERNATIVE</b></p> <p>Pre-wire only. Agency may select to have vehicle pre-wired only for a camera system.</p>																											
5	2	CER 6. Pricing Schedule	NA	NA	<p>The specification of several systems such as Destination signs, Camera Systems, and Automatic Passenger Counters are missing configuration details that are essential for costing. Proposer understands that the its base bus configuration will not have any of such systems, but optional pricing for those will be provided via CER 6. Pricing Schedule for interested agencies. Please confirm our understanding.</p>	See Addendum	Pricing Scheduled has been updated																											

Request for Pre-Offer Change or Approved Equal & RFP Updates  
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Request #	Addendum	RFP Section	Page	RFP	Questions/Clarification or Approved Equal	Agency Action	Agency response:
4	2	TS 81 Destination Signs	177	<p>A destination sign system shall be furnished on the front, on the right side near the front door. Route sign on the rear of the vehicle. All signs shall be controlled via a single human-machine interface (HMI). In the absence of a single mobile data terminal (MDT), the HMI shall be conveniently located for the bus driver within reach of the seated driver. The driver shall be able to access the sign while seated. The destination sign compartments shall meet the following minimum requirements: Compartments shall be designed to prevent condensation and entry of moisture and dirt. Compartments shall be designed to prevent fogging of both compartment window and glazing on the unit itself. Access shall be provided to allow cleaning of inside compartment window and unit glazing. The front window shall have an exterior display area of no less than 8.5 in. high by 56 in. wide. Run number sign shall be installed.</p>	NA	RFP Update	<p><b>DEFAULT</b> A destination sign shall be furnished on the front and on the right side (curbside) near the front door. The destination signs shall be Luminator Smart Series III with white LED, or approved equal. <b>ALTERNATIVE</b> Agency to select from list of available destination sign systems from OEM provided options list. <b>ALTERNATIVE</b> A rear route sign, if available, shall be installed on the rear of the vehicle. <b>ALTERNATIVE</b> A run number sign, if available, shall be installed on the vehicle</p>
3	2	TS 84.3 Automatic Passenger Counters (APC)	179	<p><b>ALTERNATIVE</b> An infrared APC system shall be installed. Agency to provide details of APC system, including installation locations and number of buses to be equipped.</p>	NA	RFP Update	<p><b>DEFAULT</b> No automatic passenger counter system. <b>ALTERNATIVE</b> An automatic passenger counter system shall be installed. Agency to select from list of available automatic passenger counter systems from OEM options list including installation</p>
2	2	TS 84.4.2 Handset	180	<p>Contractor will install a handset for driver use.</p>	NA	RFP Update	<p>No handset. <b>ALTERNATIVE</b> A handset for driver use shall be installed. Agency to select from list of available handsets including installation location from OEM option list.</p>
1	2	TS 86. Computer Assisted Dispatching System (CAD/AVL)	181	<p>There will be a requirement to furnish and install a complete automatic vehicle locating (AVL), computer assisted dispatching system as part of this proposal. The equipment provided and installed shall be manufactured and provided by Clever Devices. Each PSTA bus is equipped with various components provided by Clever Devices to include all necessary wiring and software installation. The on board computing processor unit- IVN4 is the central processing unit for each revenue service vehicle in the PSTA fleet. Along with the IVN4 each bus has an interactive Mobile Data Terminal (MDT) which Clever Devices references as a Transit Control Head (TCH). This equipment is interfaced with the bus radio, destination signs, and fare boxes to provide a central "Single Point Logon." All data is transmitted through a cellular network. Clever Devices also provides to PSTA an Automatic Vehicle Monitoring System (AVM-3) for each individual bus controlled by a central networking system. This interface monitors the major vehicle components and generates automatic reports through our Wireless Access Points (file dumping) and real-time monitoring via a cellular network.</p>	NA	RFP Update	<p><b>DEFAULT</b> No computer assisted dispatching system (CAD/AVL). <b>ALTERNATIVE</b> A computer assisted dispatching system (CAD/AVL) shall be installed. Agency to select from list of available CAD/AVL systems from OEM options list including installation requirements and configuration. <b>ALTERNATIVE</b> Pre-wire only. Agency may select to have vehicle pre-wired only for a CAD/AVL system.</p>

## Revision # 2 Ordering Instructions

Each Procuring Agency will forward the executed purchase order for the buses being purchased to the OEM's and Florida Transit Association Finance Corporation (FTAFC) and cc: PSTA at purchasing@psta.net. Each purchase order will contain the pricing for any and all optional equipment and or accessories listed in the Contractor's proposal. Once the purchase order is received by the FTAFC, the FTAFC will invoice a transaction fee of \$500 per bus (not to exceed \$10,000 per calendar year per Procuring Agency) for an in-state Procuring Agency and a transaction fee of \$1,000 per bus for an out-of-state Procuring Agency (not to exceed \$10,000 per calendar year per Procuring Agency).

NOTE: Transaction Fee will be paid directly from the Procuring Agency to the FTAFC.



**AGREEMENT FOR ELECTRIC TRANSIT BUSES WITH CHARGING AND ASSOCIATED EQUIPMENT**

THIS AGREEMENT for ELECTRIC TRANSIT BUSES WITH CHARGING AND ASSOCIATED EQUIPMENT (“Agreement”) is made on \_\_\_\_\_, 2021, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, 33716 and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (collectively, the “Parties”).

WHEREAS, PSTA issued RFP 21-980369 for Electric Transit Buses with Charging and Associated Equipment on July 14, 2021 (the “RFP”); and

WHEREAS, Contractor timely submitted its response to the RFP on or before September 14, 2021 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its duly held Board of Directors meeting on \_\_\_\_\_, 2021 (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.

**2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), any and all Purchase Orders (as defined below and attached as composite **Exhibit 2**), Contractor’s Best and Final Offer (BAFO), if any (attached hereto as **Exhibit 3**), and Contractor’s Response (attached hereto as **Exhibit 4**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in the following order:

- |           |                       |
|-----------|-----------------------|
| Exhibit 1 | RFP                   |
| Exhibit 2 | Purchase Order(s)     |
| Exhibit 3 | Contractor’s BAFO     |
| Exhibit 4 | Contractor’s Response |

**3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish to PSTA Electric Transit Buses with Charging and Associated Equipment as described in, and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”), and in the amount set forth in the RFP. Contractor acknowledges that it has read the specifications and understands them. Contractor also agrees to provide electric transit buses with charging and associated equipment to all permissible assignees of PSTA. PSTA’s permissible assignees shall have the option to purchase electric transit buses and charging and associated equipment in accordance with the terms and conditions of the RFP, and specifically SP 3of the RFP.

**4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for two (2) years. This Agreement may be renewed upon written notice from PSTA for up to three (3) additional one (1) year terms (each a “Renewal Term”).



## 5. TERMS OF PERFORMANCE.

- 5.01. *Time for Completion/Purchase Orders.* PSTA will issue purchase orders for the electric buses with charging and associated equipment it needs provided under this Agreement (“Purchase Order(s)”). Upon issuance, the Purchase Order shall be appended to this Agreement and incorporated as an exhibit, Contractor shall immediately begin providing the Services pursuant to the Purchase Order, and all work and deliverables shall be completed by the date set forth in the Purchase Order, unless modified in writing by the Parties. In the event a Purchase Order approved during the term of the Contract Term has a completion date beyond the Contract Term, the terms and conditions of this Agreement shall be automatically extended through the completion of the Purchase Order to the full satisfaction of PSTA.
- 5.02. *Representatives.* Prior to the start of any ordering or supplying the Services under this Agreement, Contractor shall designate a primary and alternate representative, who will have management responsibility for the Services and who will have authority to act on technical matters and resolve problems with the Services, Purchase Order(s), and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor’s representative. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative’s limits of authority.
- 5.03. *Non-exclusive Contract.* PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar products if it deems, in its sole discretion, such action to be in PSTA’s best interest.
- 5.04. *Contractor Responsibility.* Contractor shall provide electric buses with charging and associated equipment of first quality, and the workmanship must be in accordance with customary standards of the various trades and industries involved in the manufacturing and furnishing of such products. The Services and the work associated therewith shall be of high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the manufacturing and furnishing of the electric buses and charging and associated equipment, whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor’s company.
- 5.05. *Compliance with Laws.* Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under this Agreement.

**6. COMPENSATION.** In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the rates and pricing set forth in Contractor’s Response or Contractor’s BAFO, if any. However, all payments to Contractor individually and in the aggregate shall not exceed the Contract Total. Payment shall be made in accordance with the RFP and the Florida Prompt Payment Act, section 218.70, *et seq.*, Florida Statutes.

- 6.01. *Invoices.* All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.72, *et seq.*, Florida Statutes, with all details prescribed by PSTA, and delivered to the following address:



Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
Purchase Order or Contract #: \_\_\_\_\_  
3201 Scherer Drive  
St. Petersburg, Florida 33716

or via electronic mail to:  
[AccountsPayable@psta.net](mailto:AccountsPayable@psta.net)

6.02. *Disputed Invoices.* In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

6.03. *Availability of Funds.* Contractor understands that the funds are not presently available under this Agreement beyond the current fiscal year. PSTA's obligation for performance under this Agreement beyond the current fiscal year is contingent upon the availability of funds from which payments can be made. PSTA is not legally liable for any payment that may arise under this Agreement beyond the current fiscal year, until the Contractor receives a written notice of availability of funds from the PSTA's Contracting Officer.

## 7. WARRANTIES AND COVENANTS.

7.01. *Patent, Trademark, Copyright, and Trade Secret.* Contractor warrants that the Services, and all goods and work associated therewith, do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

7.02. *Covenants against Gratuities.* Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

7.03. *E-Verify.* Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the Services provided pursuant to the Contract Documents.

## 8. DELAY IN PERFORMANCE/FORCE MAJEURE.

8.01. *Time of the Essence.* The timely receipt of the Services and deliverables to PSTA is essential. If the Services and all deliverables under each Purchase Order are not received by PSTA within the date specified in each Purchase Order, PSTA may cancel the unfilled portion of the Purchase Order and this





Agreement for cause, purchase substitutes elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

8.02. *Unavoidable Delay.* If completion of the Services under any Purchase Order is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

8.03. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or deliverables or substantial increases in the costs of performing the work under the Contract Documents.

8.04. *Notification.* Contractor will notify PSTA as soon as Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Services under a Purchase Order. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

## **9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

9.01. *Rights and Remedies.* The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9.02. *Attorneys' Fees.* In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

## **10. INDEMNIFICATION.**

10.01 *Indemnification.* The Parties recognize that Contractor is an independent contractor. Contractor



agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys, of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

*10.02 Control of Defense.* Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

**11. MISCELLANEOUS PROVISIONS.**

*11.01 Entire Agreement.* The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

*11.02 Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To PSTA:**  
Pinellas Suncoast Transit Authority  
Attn: Brad Miller, CEO  
3201 Scherer Drive  
St. Petersburg, FL 33716

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



***With required copy to:***

Alan S. Zimmet, B.C.S.  
Bryant Miller Olive  
One Tampa City Center  
Suite 2700  
Tampa, FL. 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

- 11.03 Waiver of Remedies for any Breach.* In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 11.04 Modification.* The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No modification shall serve to increase the Contract Total unless such change has been approved by PSTA's Board of Directors prior to any work being performed that would serve to increase the Contract Total.
- 11.05 Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- 11.06 Authorization.* Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- 11.07 Assignment.* The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- 11.08 Severability.* If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 11.09 Electronic Signatures.* This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- 11.10 Counterparts.* This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

PSTA:

By: \_\_\_\_\_

Brad Miller, CEO

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Title:

Attest:

\_\_\_\_\_  
Rachael Cappolla, Executive Assistant

WITNESS/ATTEST:

Approved as to form:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Alan S. Zimmet, General Counsel