



Addendum 2
to
COIC Request for Proposals CET 22-11
For Commuter Coaches

January 12, 2022

To: ALL REGISTERED VENDORS AND TO WHOM IT MAY CONCERN
From: Drew Orr, COIC Single Point of Contact
CC: procurement@coic.org

RE: ADDENDUM 2

All vendors are to accept the information contained herein as an official document of Central Oregon Intergovernmental Council.

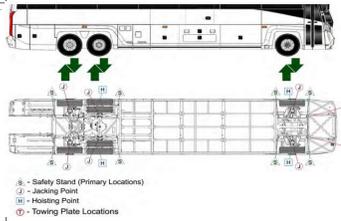
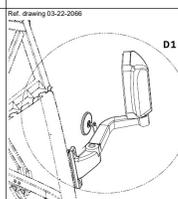
This Addendum modifies the original Request for Proposals as noted below and shall be incorporated into the Contract Documents.

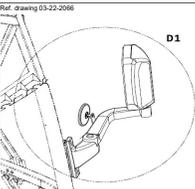
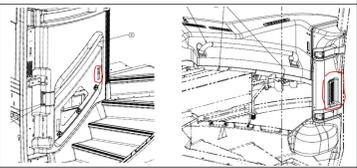
- 1) procurement@coic.org should be courtesy copied on all future correspondence to dorr@coic.org
- 2) COIC will not accept a vehicle longer than 40 feet for this solicitation.
- 3) All other Requests for Changes submitted as of this date are officially accepted. A full listing of those changes are attached to this document for reference.
- 4) To provide Offerors adequate time to read and review the specifications in detail, check with suppliers as required, prepare, type and send out the proposer questions/clarifications/approved equals requests, the deadline for submitting the questions/clarifications/approved equals is hereby extended an additional three (3) weeks to January 27, 2023.
- 5) To provide Offerors adequate time to read and review COIC's responses to Offeror requests in detail, check with suppliers as required for any new information requested, obtain price quotations from suppliers, prepare, type and submit the proposal, the deadline for submitting the proposals is hereby extended an additional three (3) weeks to February 24, 2023.

All other provisions of the RFP CET 22-11, released December 2, 2022, not already modified by any addenda previously issued, shall remain unchanged.

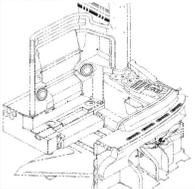
Vendor A Requests for Changes

1. Will you accept a single level floor? You are asking for a bi-level like a commercial coach. First it says "shall" then later it says "if". Please clarify. **We will accept single level floor.**
2. Will accept a front spring suspension? Air ride with kneeling is not available from all manufacturers. **Yes.**
3. You are asking for Multiplex wiring, will you accept non multiplex wiring? **Yes.**
4. You request 8000 sq in. side window area, this would be the large transit style fixed position windows. Will you accept school bus style windows? **Yes.**
5. Will you accept aftermarket pressure shut off valves and an actual drivers vent with booster fan for the HVAC requirements? **Yes.**
6. You request a 32" minimum entrance door width, will you consider 28" entrance door? **Yes.**
7. Drivers window a minimum of 26" from the floor and 33" long from the driver's heel...don't think the HDX meets this., also requires 5-position door switch **Yes.**
8. You require Electric operated engine cooling fan; will you accept a Hydraulic controlled fan? **Yes.**
9. In TS 80.2 You request a Braun Century Series 1000# model. You also request "The lift shall be installed below the floor line at the number 2 right-hand luggage bay on the curbside of the coach." Please verify if you are requesting a fixed platform lift. **Yes.**

20	65	TS 23		<p>The coach flooring, sides, roof, understructure and axle suspension components shall be designed to:</p> <ul style="list-style-type: none"> resist corrosion or deterioration from atmospheric conditions and de-icing materials for a period of 12 years or 500,000 miles, whichever comes first. As well, an underseal to be sprayed onto the bottom of the chassis to protect the underbody from corrosion caused by exposure to another accumulation of caustic elements, particularly road salt and de-icing salts. This underseal shall be checked every 3 months or 12,000 miles (whichever comes first) by COIC and repaired if necessary, to ensure its integrity. All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings. All joints and connections of dissimilar metals shall be corrosion resistant and shall be protected from galvanic corrosion. Representative samples of all materials and connectors shall withstand a 100-hour salt spray test in accordance with ASTM Procedure B-117 with no structural detrimental effects to normally visible surfaces and no weight loss of over 1 percent. 	<p>MCJ would like to request approval to provide the following spec applicable to the DASGRT coach: The coach shall resist corrosion from atmospheric conditions and road salts. It shall maintain structural integrity and nearly maintain its original appearance throughout its service life; provided it is maintained in accordance with the procedures specified in the service manual. All exposed body panels above and below the floor line shall be composite, aluminum or stainless steel construction. Materials exposed to the elements and all joints and connections of dissimilar metals shall be corrosion-resistant and shall be protected from galvanic corrosion. With the exception of both axle bogie structures (which are painted, corrosion-resistant HSLA), all structural frame members shall be stainless steel with a minimum thickness of 0.08 inches (1.9 mm). Frame members exposed to road splash will be coated in hydrofluoric, embrocature or approved equal. Floor supports in the passenger and driver's area, the sidewall structures, and roof structures that are not exposed to road spray shall be stainless steel. Outer sidewall panels above the passenger floor and below the windows shall be composite. The roof panels shall be pre-primed and painted aluminum on both sides and the front and rear roof caps composite. The rear engine door will be composite skin bonded to an aluminum frame. Baggage bay floors shall be composite material for maximum corrosion protection. In the wheel well areas, non-structural enclosed panels shall be stainless steel. Before assembling, all metal body parts must be given a thorough anti-corrosion treatment, joints between dissimilar metals shall be properly insulated with an inert plastic tape to avoid corrosion due to electrolytic action. All axles, bolts, clips, spacers, clamps, and like parts shall be zinc plated, phosphate coated, black oxide coated, stainless steel, or nylon to prevent corrosion. All exterior joints and seams shall be sealed. The bus flooring, sides, roof, understructure and axle suspension components meet the ASTM B-117 (at least 250 hr) salt spray test.</p>		
21	65	TS 24	Towing	<p>Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the coach within 20 degrees of the longitudinal axis of the coach. If applicable, the tow hook (towing device) shall not provide a foothold for unauthorized riders. The method of attaching the towing device shall not require the removal, or disconnection, of front suspension or steering components. Removal of the tow hook is permitted for attachment of towing devices. Strap all connections shall be provided at the front and rear of the coach and shall be capable of supplying all pneumatic systems of the coach with externally sourced compressed air. The location of these shop air connectors shall facilitate towing operations. No Provision of Glad-Hand Type Connectors for Towing No glad-hand type connector shall be provided. The rear recovery disconnect device shall permit lifting and towing of the coach for a short distance, such as in cases of an emergency, to allow access to provisions for front towing of the coach. The method of attaching the tow bar or adapter shall require the specific approval of COIC. Any tow bar or adapter exceeding 50 lbs should have means to maneuver or allow for ease of use and application. Each towing device shall accommodate a crane hook.</p>	<p>MCJ would like to request approval to provide the following spec applicable to the DASGRT coach: Towing devices shall be provided and be permanently mounted on the front and rear of the coach. The coach may be towed from the front but not be recovered from the rear. Recovery shall mean to move the bus into the clear so it can be hoisted up and towed from the front. Front towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the coach within 20° of the longitudinal axis of the coach. Towing device shall accommodate a crane hook with a 1-inch throat. Two steel rear axle plates shall be welded to the backside of the engine rails. Steel design shall be suitable construction to adequately protect mechanical or other body components from damage due to the coach bottoming out.</p>		
22	65	TS 25	Jacking	<p>Jacking points located on the front and rear axle shall permit easy and safe jacking with the flat tire or dual set on a 6 in. high run-up block not wider than a single tire.</p>	<p>MCJ would like to request approval to provide the following spec applicable to the DASGRT coach: The bus shall be fitted with jacking pads for each wheelwell locations and shall permit easy and safe jacking with the flat tire or dual set on a 3.5-inch (89 mm) high run-up block not wider than a single tire.</p>		
23	66	TS 26	Hoisting	<p>The coach axles or jacking plates shall accommodate the lifting pads of a two-post (or three-post if 60 inch) enclosed coach hoist system. Jacking plates, if used as hoisting pads, shall be designed to prevent the coach from tilting of the hoist. Other pads on the coach structure shall support the coach on jack stands independent.</p>	<p>MCJ would like to clarify that our jacking pads are not used as hoisting pads. Please refer to the maintenance manual for the location of jacking and hoisting points.</p>	 <p> <ul style="list-style-type: none"> S - Safety Stand (Primary Locations) J - Jacking Point H - Hoisting Point T - Towing Plate Locations </p>	
24	TS 27.1	Design		<p>The floor shall be essentially a continuous plane, except at the wheel housings and platforms.</p>	<p>MCJ would like to request approval to provide the following, applicable to the DASGRT coach: The floor shall be essentially a continuous flat plane, except at the sump(s), in the entrance area.</p>		
25	66	TS 28.1	Driver's Area	<p>The covering of platform surfaces and risers, except where otherwise indicated, shall be Alto Transflex (or submitted deviation). Trim shall be provided along top edges of platforms unless integral molding is provided.</p>	<p>MCJ would like to request approval to provide Alto Transflex Chroma TFCR 2730 Mirex, non-slip, smooth flooring. The vendor RCA is no longer available. MCJ would like to request approval to provide Alto Transflex Chroma TFCR 2730 Mirex, non-slip, smooth flooring.</p>		
26	66	TS 28.2	Driver's Platform	<p>The driver's platform shall be of a height such that, in a seated position, the driver can see an object located at an elevation of 62 in. above the road surface, 24 in. from the leading edge of the bumper.</p>	<p>MCJ would like to clarify that object detection in front of bumper is achieved with the help of convex mirror (5 inch dia) mounted under arm of RH exterior rear view mirror.</p>	 <p>Ref. drawing 03-20-2066 D1</p>	
27	68	TS 29.2	Design and Construction	<p>Interference between the tires and any portion of the coach shall not be possible in maneuvers up to the limit of tire adhesion with weights from curb weight to GVWR. Wheel housings shall be adequately reinforced where seal pedestals are installed. Wheel housings shall have sufficient sound insulation to minimize tire and road noise and all noise requirements of this specification. Design and construction of front wheel housings shall allow for the installation of a radio or electronic equipment storage compartment on the interior top surface, or its use as a luggage rack. The wheel of the front wheel housings shall be coach-resistant and component interior finishes of the coach to minimize the visual impact of the wheel housing. If fiberglass wheel housings are provided, then they shall be color-integrated to match interior finishes. The lower portion extending to approximately 10 to 12 in. above the floor shall be equipped with scuff-resistant coating or stainless steel trim. Wheel housings not equipped with such or equipment enclosures shall have a horizontal scuff mounted on the top portion of the housing no more than 4 in. higher than the wheel well housing.</p>	<p>MCJ would like to request approval to provide the following spec applicable to the DASGRT coach: Wheel housings shall be constructed of stainless steel. Wheel housings, as installed and trimmed, shall withstand impacts of a 3-inch (51 mm) steel ball with at least 200 foot-pounds (2711 Nm) of energy without penetration. MCJ would like to clarify that spec as requested are applicable to transit buses but not to over-the-road coaches.</p>		
28	69	TS 30.3.2	Damping	<p>Damping shall be sufficient to control coach motion to three cycles or less after hitting road perturbations.</p>	<p>MCJ would like to request approval to provide the following: Damping shall be sufficient to control coach motion to four cycles or less after hitting road perturbations.</p>		
29	69	TS 32.1	Steering Axle	<p>The front axle shall be a Meritor (or submitted deviation) solid beam, non-driving with a ball rating sufficient for the coach loaded to GVWR and shall be equipped with sealed, oleo-flex disc brakes.</p>	<p>MCJ would like to request approval to provide independent suspension, with one type axle from 27" which offers an improved steering angle (56 deg.). Meritor, solid beam axles are not available on the CRT platform.</p>	<p>Ref. drawing 01-01-1270</p>	
30	70	TS 33	Drive Axle	<p>The coach shall be driven by a Meritor (or submitted deviation) heavy-duty single reduction axle with a load rating sufficient for the coach loaded to GVWR.</p>	<p>MCJ would like to request approval to provide an independent suspension axle from 27" axle at 23,000 lbs (10,433 kg). Meritor axles are not available on the CRT platform.</p>	<p>Ref. drawing 02-01-1546</p>	
31	72	TS 37.3	Air Lines and Fittings	<p>All lines, except necessary flexible lines, shall conform to the installation and material requirements of SAE Standard J1149 for copper tubing with standard, brass, flared or ball sleeve fittings, or SAE Standard J884 for nylon tubing. If subject to temperatures over 200° F.</p>	<p>MCJ requests approval to provide the following spec applicable to the DASGRT coach: Air lines, except necessary flexible lines, shall conform to the installation and material requirements of SAE Standard J884-Type 1 or ASTM B-75 for copper tubing with standard, brass, flared or ball sleeve fittings, or SAE Standard J884-Type 3B for nylon tubing or ASTM.</p>		
32	73	TS 37.4	Air Reservoirs	<p>All air reservoirs shall meet the requirements of FMVSS Standard 121 and SAE Standard J70 and shall be equipped with drain pipe and guarded or flush type drain valves. Major structural members shall protect these valves and any automatic moisture absorber valves from road hazards. Reservoirs shall be sloped toward the drain valve. All air reservoirs shall have drain valves that discharge below floor level with lines routed to eliminate the possibility of water traps and/or freezing in the drain line.</p>	<p>MCJ requests approval to provide drain valves that discharge below floor level, without lines routed, since the valves are pointing directly towards the ground for discharge.</p>	<p>Ref. drawings 04-20-1807 & 0516047</p>	
33	76 - 77	TS 40.1.3	Battery Compartment	<p>The battery compartment access door shall be identified with a decal. The decal size shall not be less than 3.5 x 5 in. (8.89 x 12.7 cm).</p>	<p>MCJ request approval to provide a disconnect access door decal measuring 3 x 3.8 in.</p>	<p>Ref. drawing 3L-15-2275</p>	
34	77	TS 40.3	Low Voltage/Low Current Wiring and Terminals	<p>All wiring harnesses over 5 ft long and containing at least five wires shall include 10 percent (minimum one wire) excess wires for spares.</p>	<p>MCJ would like to request approval to provide the following spec applicable to the DASGRT coach: All wiring harnesses over 5 feet (1.50 meters) long and containing at least five (5) wires which can be accessed during normal servicing shall include at least 2 or 10 percent excess wires whichever is greater for spares, excluding the battery cables.</p>		

35	81	TS 43.3	Visors/Sun Shades	Driver's Window Sunscreens An adjustable sun visor/shade shall be provided over the driver's windshield and/or the driver's side window.	MCI requests approval to provide pull-down, scissor type sunscreens on driver's side window and hood/fabric type electric roller blinds on the LH and RH windshield.	Ref. drawing 03-05-1470, 03-05-1469 & 03-05-1466			
37	86	TS 44.1	Coat Hanger	Coat Hook A hook and loop shall be provided to secure the driver's coat.	MCI requests approval to use the standard coat hook provided on the DASCRT coach, which is a simple proto hook without a retention ring.	Ref. drawing 03-18-1126			
38	87	TS 46.1	Dimensions	The driver's seat shall be comfortable and adjustable so that people ranging in size from a 5th-percentile male to a 95th-percentile female may operate the coach.	MCI would like to request approval to provide the following spec applicable to the DASCRT coach. Operators ranging in size from the 98th percentile male to the 5th percentile female may operate the coach.	Ref. drawing 550159			
39	88	TS 46.1.3	Seat Base Fore/AR Adjustment	On all low-floor coaches, the seat base shall travel horizontally a minimum of 12 inches.	MCI would like to clarify that on CRT platform coaches, the minimum seat travel is 6.1 MCI Emissions Approval.	Ref. drawing 550159			
40	88	TS 46.1.9	Seat Back Angle Adjustment	The seat back shall adjust in angle from a minimum of no more than 90 degrees (upright) to at least 102 degrees (reclined), with infinite adjustment in between.	MCI would like to request approval to provide seats with adjustment from 90 to 102 degrees (reclined) with a 1.5 degree seat recline feature to prevent contact of the driver seat with rear shield and modesty panel.	Ref. drawing 550159			
41	89	TS 46.2	Seat Belt	The seat assembly should be an auto-locking retractor (ALR). All seat belts should be stored in automatic retractors. The belts shall be mounted to the seat frame so that the driver may adjust the seat without resetting the seat belt.	MCI would like to request approval to use ELR seatbelts in lieu of ALR. The Emergency Locking Retractor (ELR) function allows the occupant to have free movement while buckled up, but in an emergency situation or crash the retractor instantly locks securing the occupant. This is accomplished by an inertia reel. The inertia reel is "sensitive" meaning that any sudden movement of the seat seat strap causes the retractor to instantly lock. RETRACTOR SHALL BE 36000000.	Ref. drawing 03-22-2066			
42	90	TS 48	Windshield	The windshield shall permit an operator's field of view as referenced in SAE Recommended Practice J1050. The vertically upward view shall be a minimum of 14 degrees, measured from the horizontal and excluding any shaded band. The vertically downward view shall permit detection of an object 31/2 feet high no more than 2 feet in front of the coach. The horizontal view shall be a minimum of 90 degrees above the line of sight. Any binocular obscuration due to a center divider may be ignored when determining the 90 degree requirement, provided that the divider does not exceed a 3 degree angle in the operator's field of view. Windshield glass shall not exceed 10 degrees of binocular obscuration. The windshield shall be designed and installed to minimize external glare as well as reflections from inside the coach.	MCI would like to clarify that object detection in front of bumper is achieved with the help of convex mirror (5 inch dia) mounted under arm of RH exterior rear view mirror. As such MCI requests approval.	Ref. drawing 03-22-2066			
43	91	TS 49	Driver's Side Window	The operator's side window shall not be bonded in place and shall be easily replaceable.	MCI would like to request approval to offer a driver's window that is bonded. Non-bonded is not available. Window is replaceable if required. (Refer to maintenance manual for details)	Ref. drawing 03-14-1140			
44	91-92	TS 50 - 16 50.4	Side Windows	TS 50 Side Windows TS 50.1 Configuration 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. TS 50.2 Emergency Exit (Egress) Configuration Minimum Egress glass side windows shall be fixed in position, except as necessary to meet the emergency escape requirements. Standard Passenger Side Window Configurations: upper transmission/tread (T) only TS 50.3 Materials TS 50.4 Materials Safety Glass Cladding Panels Side windows glazing material shall have a minimum of 3/16 in. nominal thickness tempered safety glass. The material shall conform to the requirements of ANSI Z86.1-1996 Test Grouping 2 and the recommended practices defined in SAE J873.	MCI would like to request approval to use the following specs applicable to the DASCRT coach: Seven curb/roadside "long" rectangular passenger side windows, one curb/roadside "short" rectangular passenger side windows and a single roadside rear transmission window shall be provided. The long window dimensions will be 42.0 x 68.3 x .188 inches (1067 x 2172 x 4.78 mm). The short window dimensions will be 42.0 x 47.8 x .188 (1067 x 1209 x 4.78 mm). The long windows will have a nominal 36.5 x 65.5 inch (1003 x 1664 mm) clear opening within the inner support frame structure. The short windows will have a nominal 36.5 x 44.8 inch (928 x 1138 mm). The side passenger windows will be single-glazed construction (double pane construction is optional), thermally sealed, 45-3 laminated float, 75% heat absorbing laminated safety glass with light solar transmittance of 24%. If windows shall be bonded with sealant at the bottom. All emergency egress windows shall include a single motion release bar running the entire width of the window at the lower edge to permit emergency egress. Emergency operating instructions printed on metal plates and inverted to the release bars shall be provided at each seat position for operating the emergency egress windows.	Ref. drawing 03-27-2751			
45	92	TS 51	Capacity and Performance	COCC would prefer Mobile Climate Control (MCC) System with Roof Top Condenser. Cooled with a single MCC COP Compressor or equivalent.	MCI would like to request approval to provide an MCC 169,000 BTU condenser installed on the roadside of the coach in the HVAC compartment. Because of the height of the MCC Coach, the roof-mounted unit is not available.	Ref. drawing 16-04-1489			
46	92	TS 51	Capacity and Performance	Fully AC high-voltage electric-driven AC system with full hermetic AC compressor, condenser fan, evaporator blower motor and controller AC operation.	MCI would like to request approval to provide a Bitzer 4 NFCY AC Compressor, which is engine-driven in lieu of electric-driven.	Ref. drawing 16-02-1469			
47	92	TS 51	Capacity and Performance	Capacity and Performance Requirements The air-conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 115 to 85 °F less than 20 minutes after engine start-up.	MCI would like to request approval to provide the following: The air-conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 110 to 88 °F in 20 minutes after engine start-up.	Ref. drawing 16-02-1469			
48	94	TS 53.2	Driver's Area	The coach interior climate control system shall deliver at least 100 cfm of air to the driver's area when operating in the ventilating and cooling modes. Adjustable nozzles shall permit variable distribution or shutdown of the airflow. Airflow in the heating mode shall be reduced proportionally to the reduction of airflow into the passenger area. The windshield defogger unit shall meet the requirements of SAE Recommended Practice J382. The heater and defogger system shall be controlled by a separate switch that has an "OFF" position and an "ON" position and all defogger controls. All switches and controls shall preclude the possibility of clothing becoming entangled, and controls shall be provided, if required. If the fans are approved by COCC, an "on/off" switch shall be located to the right of or near the main defogger switch.	MCI would like to request approval to provide flap style diffusers in lieu of nozzles for the driver's HVAC. Windshield diffusers are not adjustable. The HVAC system in the driver's area is independent from passenger area. Proportional reduction of air flow in relation to passenger area is not available. Please also note that the driver's HVAC shall deliver 58 cfm in lieu of 100 cfm.	Ref. drawing 16-02-1469			
49	94	TS 53.3	Controls for the Climate Control System (CCS)	The heater and defogger system shall provide heating for the driver and heater air to completely defrost and defog the windshield, driver's side window, and the front door glasses in all operating conditions. Fan(s) shall be able to draw air from the coach body interior and/or exterior through a control device and pass it through the heater core to the defogger system and over the driver's feet. A minimum capacity of 100 cfm shall be provided. The driver shall have complete control of the heat and fresh airflow for the driver's area.	MCI would like to request approval to provide a driver's HVAC fan speed rotary knob located on the instrument panel (OFF-LOW-MEDIUM-HIGH). An On/Off switch located close to the main defogger switch, is not available.	Ref. drawing 16-02-1469			
50	94	TS 53.4	Driver's Compartment Requirements	The heater and defogger system shall provide heating for the driver and heater air to completely defrost and defog the windshield, driver's side window, and the front door glasses in all operating conditions. Fan(s) shall be able to draw air from the coach body interior and/or exterior through a control device and pass it through the heater core to the defogger system and over the driver's feet. A minimum capacity of 100 cfm shall be provided. The driver shall have complete control of the heat and fresh airflow for the driver's area.	MCI would like to request approval to provide the following spec applicable to the DASCRT coach: The heater and defogger system shall provide heating to the driver and heater air to completely defrost and defog the windshield, driver's side window, and the front door glasses in all operating conditions to the maximum extent practical.	Ref. drawing 16-02-1469			
51	95	TS 56	Maintainability	High and low refrigerant pressure gauges to be located in the return air grille.	MCI would like to request approval to provide high and low pressures gauges located on the driver's HVAC control panel on the dash.	Ref. drawing 16-02-1469			
52	95	TS 57	Entrance/Exit Area Heating	Heat shall be supplied to the entrance and exit areas to maintain a tread surface temperature no less than 30 °F in an ambient of 10 °F to prevent accumulation of snow, ice or slush with the coach operating under steady operating profile and corresponding door opening cycle.	MCI certifies that we provide vents located in the front side of the passenger modesty panel and in the entrance door panel. The design intent is to prevent the accumulation of snow and ice, in the entrance area MCI Requests Approval.	Ref. drawing 16-02-1469			
53	96	TS 60	Pedestrian Safety	Exterior protrusions along the side and front of the coach greater than 1/4 in. and within 80 in. of the ground shall have a radius no less than the amount of the protrusion.	MCI would like to request approval to provide the following spec: Exterior protrusions greater than 3/32 inch (0.031 inch) and within 80 inches (203 cm) of the ground shall have a radius no less than the amount of the protrusion.	Ref. drawing 03-33-2643 & 03-33-1870			
54	96	TS 62	Rain Gutters	Rain gutters shall be provided to prevent water flowing from the roof onto the driver's side window. When the coach is decelerated, the gutters shall not drain onto the windshield, driver's side window or door boarding area. Cross sections of the gutters shall be adequate for proper operation.	MCI would like to request approval to provide the following spec applicable to the DASCRT coach: Gutters shall be provided to remove water flowing from the roof onto the Operator's side window and passenger doors. When the coach is decelerated, drainage into the main windshield area or Operator's side window or into the door boarding area shall be minimized. Cross sections of the gutters shall be sufficient for proper operation.	Ref. drawing 03-33-2643 & 03-33-1870			
55	98	TS 66.2	Front Bumper	No part of the coach, including the bumper, shall be damaged as a result of a 5 mph impact of the coach at each weight with a fixed, flat barrier perpendicular to the coach's longitudinal centerline. The bumper shall return to its pre-impact shape within 70 minutes of the impact. The bumper shall protect the coach from damage as a result of 5 mph impacts at any point by the common barrier within 70 minutes of the impact. Figures 2 of FMVSS 301 loaded to 4000 lbs parallel to the longitudinal centerline of the coach. It shall protect the coach from damage as a result of 5.5 mph impacts into the corners at a 30 degree angle to the longitudinal centerline of the coach. The energy absorption system of the bumper shall be independent of every power system of the coach and shall not require service or maintenance in normal operation during the service life of the coach. The bumper may increase the overall coach length specified by no more than 7 in.	MCI would like to request approval to provide the following apply to the DASCRT coach 1. Front bumper meets 1.5 mph for front barrier impact and 3.2 mph for corner impact. 2. MCI does not recommend putting the coach using another vehicle due to the risk of damaging components attached to the coach (i.e. blue rack, bumpers). Please note that bumpers are paintable. Some paint damage may occur. Please note that the above-stated meets FMVSS 301.	Ref. drawing 03-33-2643 & 03-33-1870			
56	97	TS 64.1	Splash Aprons	Full width rear splash apron.	MCI would like to request approval to provide rear splash aprons directly behind the wheels extending downwards. The apron width shall be no less than tire widths. Full width rear splash aprons are not available. As such MCI requests approval.	Ref. drawing 03-33-2643 & 03-33-1870			
57	99	TS 69	Exterior Lighting	LED lamps used for tail, brake and turn signal lamps shall be a minimum of 7 in. in diameter.	MCI would like to request approval to provide rear brakelamp signal lights of 4 in. diameter in lieu of 7. The CRT rear exterior panels are not designed to accommodate lenses greater than 4 inch diameter.	Reference drawing 07-07-1938			

58	102	TS 71.7	Floor Covering	The floor covering shall have a RCA non-skid walking surface that remains effective in all weather conditions. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit areas shall be smooth and prevent slipping hazards. Seams shall be sealed/welded per manufacturer's specifications. The standards shall be approximately 2 in. wide and extend across the coach aisle. The color and pattern shall be consistent throughout the floor covering.	MCJ would like to request approval to provide Abo Transfer Chrome TFCR 2730 Mineral, non-slat, smooth flooring. The vendor RCA is no longer available.			
59	102	TS 71.7	Floor Covering	A one-piece center strip shall extend from the vertical wall of the rear seat to the aisle ends of transverse seats to the aisle ends of the center strip. The center strip shall be one piece at each level. The covering between the center strip and the aisle housings may be separate pieces. At the rear door, however, a separate strip as wide as the door shall extend from the center strip to the outboard edge of the nearest area.	MCJ would like to request approval to provide the following spec applicable to One-The-Road coach: A one-piece aisle center strip shall extend from the rear cross seat running between the rows of transverse seats to the edge of the center ramp. The ramp will include a separate piece of flooring with a slat-like texture embedded next to the driver's roadway panel. The floor under the seats shall closely fit to the sidewall panels. Please also note that MCJ's One-The-Road Coaches do not have wheel housings above the passenger floor.			
60	103	TS 71.12	Vestibule/Doors	Rear exit area and curb lights shall illuminate when the rear door is unlocked.	MCJ would like to request approval to remove this requirement from the spec, since it is not applicable to the DASCRT coach, which does not have a rear exit awning.			
61	104	TS 73	Automatic Tire Chains	Choprot (or submitted deviation) automatic tire chains install.	MCJ would like to request approval to provide RLD 18 strand automatic tire chains. Choprot tire chains are not compatible with 2F axes, which are reserved at MCJ's request.			
62	105	TS 77.1	Arrangements and Seat Style	The passenger seating arrangement on the coach shall be such that coach capacity is maintained in all configurations and for ingress/egress requirements. NOTE: COC recognizes that front room, hip-to-hip room, doorway type, width, seat construction, floor level type, seat spacing requirements, ramp or lift, number of wheelchair positions, etc. ultimately affect seating capacity and layout. Forward-Facing Seat Configuration Passenger seats shall be arranged in a transverse, forward-facing configuration, except at the wheel housings where aisle-facing seats may be arranged as appropriate with due regard for passenger access and comfort. Other aisle-facing seats may be provided at wheelchair securement areas and jousts (such as for full tank storage space).	MCJ can offer 67- or 61 passenger seating arrangement on the DASCRT coach, without busway. MCJ would like to propose Amey A-200 seats or Kai 2000 passenger seats. Please confirm your preference for the number of passenger seats and the seat model.		61- passenger Amey A-200 03-11-3417, 67- passenger Amey A-200 03-11-3416, 61- passenger Kai 2000 03-11-3421, 67- passenger Kai 2000 03-11-3420	
63	105	TS 77.3	Padded Inserts/Cushioned Seats	The passenger seats shall be equipped with vendor-resistant (anti-fogging) inserts throughout the coach.	MCJ would like to request approval to remove this requirement from the spec, since vendor resistant materials are usually provided on transit buses this is not applicable to over-the-road coaches as the seats are designed with comfort cushions for long rides. MCJ would like to request approval to provide vinyl passenger seating upholstery material (such as Morheim Prodigy product line), as it is washable & durable material.			
64	105	TS 77.8	Aisles	The aisle between the seats shall be no less than 20 in. wide at seated passenger height. Seat backs shall be shaped to increase this dimension to no less than 24 in. at 32 in. above the floor (standard passenger height).	MCJ requests approval to provide the following: High comfort wide seats, 40 inch wide, which results in center aisle minimum width requirement of no less than 14 inch. (Width ranges between 14.25 and 14.50 inch).			
65	106-107	TS 77.10	Structure and Design	Entire section.	MCJ requests approval to delete this section as the spec as described is applicable to transit buses but not over-the-road coaches and therefore requests approval to provide the following spec applicable to the DASCRT coach: All seats shall meet Federal Standard including FMVSS 210. Seat frames shall be constructed of high strength, fatigue resistant, welded steel with a durable powder coated, corrosion resistant coated finish which complements the coach interior. Fixed passenger seat frames shall be mounted with heavy duty steel fasteners as required to meet FMVSS 210. The seat back shall receive six (6) inches (152 mm) maximum width and an infinite number of rows, except for the sliding seat. Seat width shall be nominal 40.50 inches (1,016 mm). Aisle shall not be less than 6 inches (152 mm) wide. Seats shall be manufactured using high quality wood (ply) transportation fabric or vinyl foam seat padding shall be polyurethane. Seat upholstery shall utilize zippers or Velcro which allows them to be removed from the seat cushions for cleaning/maintenance purposes.			
66	108	TS 78	Passenger Assists	Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the safety of standees and for ingress/egress. Passenger assists shall be convenient in location, shape and size for both the 50th-percentile male and the 5th-percentile female standee. Starting from the entrance door and moving anywhere in the coach and out the other door, a vertical assist shall be provided either as the vertical portion of the seat back assist or as a separate item so that a 5th-percentile female passenger may easily move from one assist to another using one hand and the other without losing support.	MCJ would like to clarify that the spec as described is applicable to transit buses but not over-the-road coaches and therefore requests approval to provide the following spec applicable to the DASCRT coach: Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the support and stability of standees and for ingress/egress. Passenger assists shall be convenient in location, shape, and size for both the 50th-percentile male and the 5th-percentile female standee. Starting from the entrance door and moving anywhere in the coach, a horizontal assist shall be provided at the aisle side of the luggage rack that runs the full length of the luggage rack so that a 5th-percentile female passenger may easily move the length of the aisle using one hand and then the other without losing support. Excluding those mounted on the luggage racks, the assists shall be between 1.25 and 1.50 inches (32 x 38 mm) in diameter or width with radii no less than 0.25 inches (6 mm). All passenger assists except for the luggage rack mounts shall permit full hand grip with no less than 1.50 inches of recule clearance around the assist.			
67	108	TS 78.1	Assists	Excluding those mounted on the seats and doors, the assists shall have a cross-sectional diameter between 1 1/4" and 1 1/2" in. or shall provide an equivalent gripping surface with no corner radii less than 1/4". All passenger assists shall permit a full hand grip with no less than 1 1/4" in. of recule clearance around the assist. Passenger assists shall be designed to minimize catching or snagging of clothes or personal items and shall be capable of passing the NHTSA Drawing Test.	MCJ would like to clarify that passenger assists shall be designed to minimize catching or snagging of clothes or personal items. The NHTSA Drawing Test applies to vehicle buses but not to motor coaches. MCJ would also like to advise that full grip passenger assists are not available with overhead parcel racks provided on the DASCRT coach. MCJ provides a handhold feature integrated into the parcel rack edge. Full grip assists are provided from the entrance area. MCJ requests approval.			
68	109	TS 78.5	Overhead	Except forward of the standee line and at the rear door, a continuous, full-grip, overhead assist shall be provided. This assist shall be located over the center of the aisle seating position of the transverse seats. The assist shall be at least 70 in. above the floor. No requirements for overhead grab straps/holders. Overhead assists shall simultaneously support 150 lb on any 12 in. length. No more than 5 percent of the full grip feature shall be lost due to assist supports.	MCJ would like to request approval to advise that full-grip passenger assists are not available with overhead parcel racks provided on the DASCRT coach. MCJ would like to request approval to provide our assist located approximately 85 inches above the floor surface. The Parcel Rack capacity per passenger is 15 lb, so if the coach has 56 passenger seats, then the overhead parcel rack's weight capacity will be 840 lb.			
69	111	TS 79.4	Door Glazing	Door glazing shall be easily replaceable. Zip-type glazing rubber.	MCJ would like to clarify that the entrance door glass is bonded to the door frame with an adhesive and cannot provide same ease of replacement as non-bonded glass. However, the glazing is replaceable. MCJ Requests approval.		Vendor design for entrance door provides bonded glass in lieu of zip style.	
70	112	TS 79.7.1	Rear Door Closing Force	Power-close rear doors shall be equipped with an obstruction-sensing system such that if an obstruction is within the path of the closing doors, the doors stop and/or reverse direction prior to impacting a 15-lb force on 1 sq. in. of that obstruction. If a contactless obstruction sensing system is employed, it shall be capable of discriminating between the normal doorway environment and passengers or other obstructions within the doorway, and of altering the zones of detection based upon the operating state of the door system.	MCJ would like to request approval to remove this requirement from the spec since it is not applicable to the DASCRT coach, which does not come with a rear exit door.			
71	114	TS 80.2	Wheelchair Lifts	COC will prefer a Braun Lift Century Series 1000LB (Model NLS 1000B454-2), or equivalent.	MCJ would like to request approval to provide a Braun Lift model NLS 1000B454-2, with a lifting capacity of 600 lbs. in lieu of 800 lb. MCJ meets the ADA and FMVSS 403 and 404 requirements with the 700 lb. model.		ADA requirements are 600 lbs approved by FTA, Lift ref. drawing 22-01-2227	
72	116	TS 81	Destination Signs	A Handover (or submitted deviation) destination sign system shall be furnished on the front, on the curb side near the front door and on the driver side near the front with HPC 001 Power Supervisor (or submitted deviation).	MCJ would like to request approval to provide: HANDOVER DISPLAYS LED SIGN SYSTEM (AMBER), DO INCLUDE: -FRONT DESTINATION SIGN 17 X 50 -CURB SIDE DESTINATION SIGN 15 X 11 -DO INCLUDE CONTROLLER AND INTERCONNECTING CABLES.			

73	117	TS 83	Passenger Stop Request/Exit Signal	<p>Full Coach Passenger Signal system that complies with applicable ADA requirements defined in 49 CFR Part 38.31 shall be provided. The system shall consist of a heavy-duty pull cable, chime and exterior sign message. The pull cable shall be located the full length of the coach on the sidewalk at the level where the handrails are located. If no handrails are required, then the height of the pull cable shall approximate this handrail level and shall be greater than 60 in. as measured from the floor surface. It shall be easily accessible to all passengers, seated or standing. Hand cables shall activate one or more solid state or magnetic proximity switches. At each wheelchair passenger position and at priority seating positions, additional provisions shall be included to allow a passenger in a mobility aid to easily activate the "help requested" signal. An auxiliary passenger "help requested" signal shall be installed at the rear door to provide passengers standing in the rear door area a convenient means of activating the signal system. The signal shall be a heavy-duty push button type located in the rear door area. Button shall be clearly identified as "passenger signal". No requirements for additional "help request" button on door assemblies.</p>	<p>MCI would like to clarify that the spec as described is applicable to transit buses for not-rear-mounted coaches and requests the vendors approval to provide the following spec applicable to the D45CRT coach. A passenger chime sign shall be provided to all passengers systems inside the coach shall be provided. The chime shall be a push button convenient to seated passengers. A driver-controlled switch shall deactivate the chime system. A stop request sign shall be located in the front center of the coach and shall be illuminated when the passenger chime sounds and will turn off when the driver is seated. The stop request chime shall sound once when the driver's light control is turned on and will not sound again until the system has been manually reset by the operator. The stop request chime shall sound once when the driver's light control is turned on and will not sound again until the driver's ON/OFF switch shall be provided in the driver's area.</p>			
74	117	TS 84.2	Public Address System	<p>A foot activated public address system shall be provided on each coach for facilitating radio system and driver-announced announcements to passengers. Contractor will install a heavy-duty gooseneck microphone for driver use.</p>	<p>MCI would like to request approval to provide an optional foot activated (battery 2), public address system with a BOMM microphone (gooseneck type) mounted on the front-post as a special.</p>			
76	118	TS 84.3.1	Drivers Speaker	<p>Each coach shall have a recessed speaker in the ceiling panel above the driver. The speaker shall be the same component used for the speakers in the passenger compartment. It shall have a 4 Ohm of impedance.</p>	<p>MCI would like to request approval to provide the standard quantity 2.4 Ohm drivers speakers mounted on the modesty panel behind the driver.</p>		Reference installation C07-22-4937	
77	118	TS 84.3.2	Handset	<p>Contractor will install a handset for driver use.</p>	<p>MCI would like to clarify if the agency is seeking to add a radio for communications and if they have a specific vendor and model they would prefer.</p>			
78	39	SP 2.3	Contract Deliverables	<p>29. Recommended spare parts list, including bill of materials manual</p>	<p>MCI will provide a first-bus Recommended Stocking List (RSL) within 90 days of customer's plant/bus delivery. This RSL, parts listing will include part number, item description, stocking status, lead time and 30-day pricing information which will assist the customer in stocking parts that will support both the customer's regular and preventive bus maintenance programs. This abbreviated list is compiled using the actual bus build information that is available in the customer's bus production data of Material (BOM). Typically as a bus is built there are various changes that occur on the production line, including customer changes, OEM part substitutions etc. that will cause the final Bill of Materials (BOM) being different from the initial BOM which is why MCI recommends to provide a first-bus Recommended Stocking List (RSL) after customer's first-bus delivery. After the customer's plant/bus delivery the BOM will be frozen. Although we can provide something prior to the customer's plant/bus delivery, we cannot guarantee its accuracy and there are any parts ordered off that list will be at the customer's risk.</p> <p>MCI will also provide the customer with a more inclusive Parts Provisioning List following last-bus delivery. This listing will be compiled using further part assembly breakdown information identified in the customer's Parts manual and will assist in stocking additional parts that either support new bus operations and maintenance over the next 2-3 years. MCI Requests approval.</p>			
79	39	SP 2.3	Contract Deliverables	<p>31. Current price list, 90 days after Agency written approval of draft parts manual</p>	<p>MCI requests acknowledgement that parts pricing lists are not generated. Thirty (30) day pricing information will be only provided for parts listed in the Recommended Stocking List during customer's first-bus delivery, and more general information will be made available by (insert customer name) designated MCI Customer Service Representative.</p>			
80	39	SP 2.3	Contract Deliverables	<p>32. In process drawing, 30 days prior to production</p>	<p>MCI coach engineering construction drawings are considered as proprietary information and not to be released to the customer. In cases where more detailed information on the bus structure is required to perform bus restoration, MCI Technical Services team will supply all appropriate information required to restore the bus properly. The MCI Parts and Service Manuals contain illustrations and component information that is helpful in service and repair. MCI Vehicle System Drawing Manual includes other drawing type information such as, Electrical Schematics and Diagrams, Air System Schematics, Hydraulic Schematics, Cooling System Schematics and Layouts, PLC System Layouts, ABS System Layout and Major Component System Layout.</p>			
81	39	SP 2.3	Contract Deliverables	<p>34. As-built drawings, within 60 days after final bus delivery</p>	<p>MCI bus engineering construction drawings are considered as proprietary information and not to be released to the customer. In cases where more detailed information on the bus structure is required to perform bus restoration, MCI Technical Services team will supply all appropriate information required to restore the bus properly. The MCI Parts and Service Manuals contain illustrations and component information that is helpful in service and repair. MCI Vehicle System Drawing Manual includes other drawing type information such as, Electrical Schematics and Diagrams, Air System Schematics, Hydraulic Schematics, Cooling System Schematics and Layouts, PLC System Layouts, ABS System Layout and Major Component System Layout.</p>			
82	41	SP 5.1	Contractor Service and Parts Support	<p>The Contractor shall state on the form Contractor Service and Parts Support Data the representative responsible for assisting COC, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the coaches to be supplied. The Contractor also shall state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.</p>	<p>MCI Parts requests approval if Spare Parts are not available through any of the normal channels for delivery within the forty-eight (48) hour period, then orders will generate internal material requirements, prompting the generation of appropriate Purchase Order, Work Order (manufactured goods) or internal Inventory Transfers from other departments. Upon receipt of backordered items, our system automatically releases and ships the goods to our customer. For each down situation, the designated CSR will process, track, and open each coach down order outside of daily regular stock order procedures. Available stock is shipped from NFI Parts Distribution network using UPS next day air service. When stock is not available, the order is processed with coach down alert notifications and the purchase order is immediately placed and expedited using only the quickest source of supply. Parts can be direct shipped to expedite the request and achieve the best possible delivery date. When applicable, our buyers will work with MCI manufacturing facilities to procure the required parts.</p>			
83	41	SP 5.3	Parts Availability Guarantee	<p>The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the coaches supplied under this Contract for a period of at least fifteen (15) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of the Contract. Prices shall not exceed the Contractor's then-current published catalog prices.</p>	<p>MCI would like to clarify that parts pricing lists are not generated. Thirty (30) day pricing information will be only provided for parts listed in the Recommended Stocking List during customer's first-bus delivery, and more general information will be made available by (insert customer name) designated MCI Customer Service Representative.</p>			
84	41.42	SP 5.3	Parts Availability Guarantee	<p>Where the parts ordered by COC are not received within two (2) working days of the date the parts order is placed, the Contractor shall be responsible for the cost of the parts ordered. The Contractor shall not be responsible for the cost of the parts ordered by COC if the Contractor fails to honor this parts guarantee or parts ordered by COC are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to COC, within seven (7) days of COC's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by COC. Where the Contractor fails to honor this parts guarantee or parts ordered by COC are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to COC, within seven (7) days of COC's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by COC. The Contractor's design and manufacturing documentation provided to COC shall be for its sole use regarding the coaches procured under this Contract and for no other purpose.</p>	<p>Manufacturer requests approval to revise the wording to clarify that any parts ordered by COC are not received within thirty (30) days of the agreed-upon delivery date, then subject to the license to use "judged data" and herein, the awarded bidder shall provide to City, within seven (7) days of COC's verbal or written request, the design and manufacturing documentation for those parts manufactured by the awarded bidder and the original supplier, and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the City. The awarded bidder's design and manufacturing documentation provided to the City shall be for its sole use in regard to the buses procured under the Contract resulting from this RFB and for no other purpose and subject to the license to use "judged data" granted herein.</p>			
85	123	WR 2. 3.3	Defective Components Return	<p>The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures defined in "Warranty Processing Procedures."</p>	<p>MCI requests approval to charge its standard restocking fee of 20% of the purchase price. In the case of usable product, we may elect to waive the restocking fee. However, a higher restocking fee may be applied to custom manufactured and substitute parts. MCI reserves the right to refuse the return of specialty items, custom parts and/or excess returns.</p>			
86	Publications	38	SP 2.3	Contract Deliverables	<p>Item 19 - Final preventative maintenance manuals supply 90 days after COC written approval</p>	<p>Coach Preventive Maintenance information is not available as a stand alone manual. This information is included within the Coach Maintenance manual and CSIR component and/or sub-assembly manuals. MCI requests approval.</p>		
87	Publications	38	SP 2.3	Contract Deliverables	<p>Item 20 - Final diagnostic procedures manuals supply 90 days after COC written approval</p>	<p>Coach diagnostic procedures information is not available as a stand alone manual. This information is included within the Coach Maintenance manual and OEM component and/or sub-assembly manuals. MCI requests approval.</p>		
88	Publications	39	SP 2.3	Contract Deliverables	<p>Item 23, 24, 25 - Draft Manuals</p>	<p>Draft manuals are not available for small orders due to time required for publishing. NFMCI will supply final manuals per MCI requests approval.</p>		
89	Publications	39	SP 2.3	Contract Deliverables - delivery timing	<p>(COC's approval/revise period of 90 days from date of receipt)</p>	<p>To clarify, NFMCI process manual delivery times as follows: Delivered On Coach - Operator's manual, Driver's Info Card, Drivers Guide 30 Days after Last Coach Delivery - Maintenance Manual, Parts Manual, Schematics Manual OEM Manuals, PDF networks of all available manuals or USB MCI requests approval.</p>		
90	Publications	39	SP 2.3	Contract Deliverables	<p>Item 29 - Recommended spare parts list, including bill of materials</p>	<p>A Parts Manual Listing requested to reflect the structure of the Coach parts manual can only be supplied after the Coach Parts Manual has been submitted. MCI requests approval.</p>		
91	Publications	39	SP 2.3	Contract Deliverables	<p>Item 29 - Part Number Index to supply 60 days prior to shipment of first Coach</p>	<p>A Parts Manual Listing requested to reflect the structure of the Coach parts manual can only be supplied after the Coach Parts Manual has been submitted. MCI requests approval.</p>		
92	Publications	41	5.2	Documentation	<p>The Contractor shall provide an electronic copy and two (2) printed copies of preventive maintenance manuals to include preventive maintenance procedures, diagnostic procedures or troubleshooting charts and major component service manuals, an electronic copy and two (2) printed parts manual(s), and an electronic copy and twenty-four (24) printed standard operating procedures (SOPs) (US & CANADA).</p>	<p>The Operator's guide quantities correct with the quantities identified in Table 1 in SP 2.3. NFMCI will provide an on-coach operator guide with each coach and one (1) additional operator's guide delivered with the Maintenance, Parts, Schematic and OEM Manuals per the timing in #4 above. MCI requests approval.</p>		
93	Publications	41	5.2	Documentation	<p>The Contractor shall exert its best efforts to keep maintenance manual operator's manuals, and parts books up to date for a period of fifteen (15) years.</p>	<p>New Flyer/MCI will supply updates for MCI published Coach manuals only. OEM component suppliers are responsible for the accuracy and maintenance of their technical manuals. Coach Parts Manuals are maintained for a period of 12 years and all other Coach manuals are maintained for 6 years and delivered as PDFs on a revised USB. Urgent issues will be notified to customers in the form of manual bulletins and delivered as PDFs via email only. MCI requests approval.</p>		
94	Publications	167	Exhibit C	Documentation	<p>All Time-of-Delivery - Owner's Manuals for the Body, W/C IR, Chassis, Engine and Transmission (including vehicle manufacturer's recommended maintenance schedule)</p>	<p>NFMCI will provide an on-coach operator's guide with each coach and one (1) additional operator's guide delivered with the Maintenance, Parts, Schematic and OEM Manuals per the timing in #4 above. MCI requests approval.</p>		
95		GC 4.1	Inspection, Testing - General	<p>Within fifteen (15) calendar days after arrival at the designated point of delivery, the coach shall undergo COC acceptance tests defined in "Post-Delivery Tests". The acceptance tests to be conducted by COC, and the criteria and standards in respect of such tests, shall be agreed upon by COC and the Contractor prior to the Contractor building the coach. If the coach passes these tests or if COC does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the coach by COC occurs on the 15th day after delivery. If the coach fails these tests, it shall not be accepted until the repeat processes defined in "Repeat after Non-Acceptance" have been carried out and the coach retested until it passes. Following completion of such repeats, the coach shall again be subject to the process and timing for acceptance set out herein and the acceptance process shall repeat until acceptance has occurred. Acceptance occurs earlier if COC notifies the Contractor of early acceptance or places the coach in revenue service.</p>	<p>MCI Requests the following changes as below</p> <p>Revision incorporates acceptance test language acceptable to MCI.</p>			

96	GC 4.2	Risk of Loss	<p>COIC shall assume risk of loss of the coach on delivery, as defined in "Coach Delivery". Prior to this delivery, the Contractor shall have risk of loss of the coach, including any damages sustained prior to delivery, delivery regardless of the cause of loss or any payments related to the coach. Drivers shall keep a maintenance log in route, and it shall be delivered to COIC with the coach. If the coach is released back to the Contractor for any reason, then the Contractor has the risk of loss upon such release only while the coach is in the possession and control of the Contractor.</p>	<p>COIC shall assume risk of loss of the coach on delivery, as defined in "Coach Delivery". Prior to this delivery, the Contractor shall have risk of loss of the coach, including any damages sustained prior to delivery, regardless of the cause of loss or any payments related to the coach. Drivers shall keep a maintenance log in route, and it shall be delivered to COIC with the coach. If the coach is released back to the Contractor for any reason, then the Contractor has the risk of loss upon such release only while the coach is in the possession and control of the Contractor.</p>	<p>Revision clarifies risk of loss.</p>
97	GC 8.1	Data Rights - Proprietary ...	<p>The term "subject data" used in this clause means all information, whether or not copyrighted, that is delivered or specified to the Contractor under the Contract. It includes the proprietary rights of the following:</p> <ul style="list-style-type: none"> Engineering drawings, including 3D 2D drawings and working drawings Technical data, including manuals or instruction materials, computer or microprocessor software Patented materials, equipment, devices or processes License requirements Specifications Records and reports <p>COIC shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive, non-transferable license to allow COIC to utilize such information solely in order to maintain the vehicle. COIC has the right to reverse engineer, patented parts and software.</p> <p>COIC receives a royalty-free, non-exclusive, non-transferable and irrevocable license to reproduce, publish and distribute, and to use and distribute, the following subject data for the sole purpose of operating and maintaining the coach. For clarity, all subject data shall remain the property of the Contractor. COIC shall not be permitted to use the Contractor's subject data for any purpose other than that specified herein, and COIC shall not be permitted to disclose the Contractor's subject data to any third party without the prior written consent of the Contractor.</p> <p>The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.</p>	<p>COIC shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive, non-transferable license to allow COIC to utilize such information solely in order to maintain the vehicle. COIC has the right to reverse engineer, patented parts and software.</p> <p>COIC receives a royalty-free, non-exclusive, non-transferable and irrevocable license to reproduce, publish and distribute, and to use and distribute, the following subject data for the sole purpose of operating and maintaining the coach. For clarity, all subject data shall remain the property of the Contractor. COIC shall not be permitted to use the Contractor's subject data for any purpose other than that specified herein, and COIC shall not be permitted to disclose the Contractor's subject data to any third party without the prior written consent of the Contractor.</p> <p>The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.</p>	<p>Revision clarifies scope of license to use subject data.</p>
98	GC 8.2	Access to Onboard Operational Data	<p>COIC grants to the Contractor the right to inspect, examine, download, reproduce and disseminate any information or data available from components provided by the Contractor, including but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the coach. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.</p>	<p>COIC grants to the Contractor the right to inspect, examine, download, reproduce and disseminate any information or data available from components provided by the Contractor, including but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the coach. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.</p>	<p>Sales to review last sentence (highlighted in red) and determine whether acceptable. This sentence is not in MCI's standard "Access to Onboard Operational Data" language that is submitted in deviations, but is in standard APTA wording.</p>
98	GC 9.1.1	Indemnification	<p>The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save COIC and its officers, employees and agents, including contractors, harmless from and against any and all claims, losses, damages, expenses, costs and attorneys' fees incurred by COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract; and (2) upon receipt of notice and if given authority, shall defend its own interest or undertake all or its own expense the defense of any such suit, action or proceeding, including appeals, against COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract. Each party shall promptly notify the other of any such suit, action or proceeding, including appeals, against COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract, and shall defend its own interest or undertake all or its own expense the defense of any such suit, action or proceeding, including appeals, against COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract.</p> <p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall, to the extent permitted by law: (1) protect, indemnify and save COIC and its officers, employees and agents, including contractors, harmless from and against any and all claims, losses, damages, expenses, costs and attorneys' fees incurred by COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract; and (2) upon receipt of notice and if given authority, shall defend its own interest or undertake all or its own expense the defense of any such suit, action or proceeding, including appeals, against COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract. Each party shall promptly notify the other of any such suit, action or proceeding, including appeals, against COIC and its officers, employees and agents, including contractors, resulting from or arising out of or directly resulting from the Contractor's performance of the Contract, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and Suppliers in the performance of the Contract.</p> <p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision limits to third party proven damages and removes defense provision.</p>
99	GC 9.1.2	Indemnification	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision clarifies exceptions to indemnification obligations by removing the word "solely" and stating that each party shall be liable to the extent of their proportionate fault.</p>
100	GC 10.3	Excusable Delays/Force Majeure	<p>If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of COIC or by a cause as described below, then the time for completion and/or delivery (which shall be extended by COIC by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the coaches) shall be extended by the following cumulative conditions:</p> <ul style="list-style-type: none"> acts of God, pandemics and epidemics, earthquakes, civil disturbances, strikes, lockouts, labor shortages and labor disputes, or shortages or loss of transportation, war, terrorism or acts of hostilities; <p>Add to the end of the section:</p> <p>For clarity, and notwithstanding the above, the Contractor shall not be liable for failure to perform any of its obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of COIC or by a cause as described below, then the time for completion and/or delivery (which shall be extended by COIC by a reasonable period of time after such event of delay has ended in order that the Contractor may complete the work or deliver the coaches) shall be extended by the following cumulative conditions:</p> <ul style="list-style-type: none"> acts of God, pandemics and epidemics, earthquakes, civil disturbances, strikes, lockouts, labor shortages and labor disputes, or shortages or loss of transportation, war, terrorism or acts of hostilities; <p>Add to the end of the section:</p> <p>For clarity, and notwithstanding the above, the Contractor shall not be liable for failure to perform any of its obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision clarifies force majeure language acceptable to MCI and clarifies that the time for performance and/or delivery dates will be extended for a reasonable period after event of delay has ended.</p>
101	GC 10.4.1	Termination for Convenience	<p>Subject to GC 8.1 (Proprietary Rights/Rights in Data), COIC shall not be liable for failure to perform any of its obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Subject to GC 8.1 (Proprietary Rights/Rights in Data), COIC shall not be liable for failure to perform any of its obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision clarifies termination for convenience.</p>
102	GC 10.5	Compliance with Laws ...	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision removes requirement that MCI abide by a law which is promulgated during the term of the agreement, of which it may not be aware. Revision also adds material standard.</p>
103	GC 10.6	Changes of Law	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision provides for more certainty in how changes in law are handled.</p>
104	GC 10.9	Maintenance of Records...	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision protects confidential information of MCI.</p>
105	SP 1.1.1	Repairs by Contractor	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision clarifies transfer of risk of loss.</p>
106	SP 8.4	COIC-Furnished Property	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision clarifies risk of loss or damage.</p>
107	New	Excess Costs	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>COIC shall not be liable for the performance of the Contractor's obligations under the Contract during any period in which the Contractor cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Contractor promptly notifies COIC in writing of such issues. The Contractor and COIC shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary.</p>	<p>Revision provides that MCI is not liable for excess costs arising from causes beyond its control.</p>