

**MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 1
To Bid Requirements (Boilerplate)
Vehicle RFP #09-02
Date Issued: 120409**

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum. This addendum revises and reissues the *Bid Requirements/Terms and Conditions* portion of your bid package.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues RFP #09-02 as follows:

1. MBTA amends *Terms and Conditions* Section 6.0, (30), page 11 as follows: A procurement fee of 1.5% of total pre-tax price per vehicle *up to \$15,000 per purchase order* shall be collected by the vendor(s) and remitted to the Cooperative each month based on activity on this contract, fee is due within forty five (45) days of acceptance by the purchasing agencies. Offeror will include the cost of the procurement fee in the proposed price of the vehicle.
2. MBTA amends *Terms and Conditions* Section 7.0, (8), page 15 to add: At its sole discretion, the MBTA may elect to have the General Manager act on behalf of the Board of Directors to receive protests. The MBTA Board of Directors via Resolution #09-04 authorizes the General Manager to issue solicitations, award, modify and cancel contracts *and* hear protests on behalf of the MBTA.
3. MBTA amends *Terms and Conditions* Section 6.0, (22), page 10 to delete line stating the chassis may not be modified to alter the wheelbase.
4. MBTA corrects numbering irregularities in Section 5.0
5. Section 4.0, page 5. MBTA provides for attachment A-2, low floor cutaways. Submission of proposal for attachment A-2 is due to be received by MBTA at the office of the General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca 92252 up to and no later than **2:00 pm on January 12, 2010**. All other terms and conditions in RFP 09-02 apply.
6. Section 3.0 (1), page 4. MBTA directs proposers to submit financial statements separately and confidentially to MBTA only. These documents are not to be released to CalACT or any other parties. Please mark each page as confidential.
7. Proposers are directed to correspond separately to the Cooperative requesting that any commercial information regarding purchasing activity on this contract be withheld from any requesting parties.

8. Section 3.0 (1), page 4 is amended as follows: Demonstration of sufficient financial strength and resources to perform the work contracted for by providing financial statements supported by correspondence by an outside professional certified public accountant. MBTA will determine the acceptability and sufficiency of the documents submitted at its sole and absolute discretion.
9. MBTA adds to 7.0 (4), page 13 that training be provided upon request.
10. MBTA revises 7.0 (7), page 14 as follows: Within five (5) days after delivery, the Cooperative's purchasers must inspect the vehicle to determine if it is in an acceptable operating condition. The purchaser shall notify the vendor, in writing, within five (5) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the vendor a written statement of acceptance or non-acceptance postmarked within five (5) days after delivery shall be deemed to constitute acceptance of the vehicle. A letter of conditional acceptance or a letter of non-acceptance must furnish details of the deficiencies. Dealer is not to deliver more than three (3) vehicles per day unless this requirement is waived in writing by the purchasing agency.
11. MBTA revises 6.0 (1) (a), page 5 as follows: The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 36,000 miles. When the body manufacturer has modified or caused the chassis wheelbase to be modified the body manufacturer shall warrant that modification for a minimum of 36 months or 100,000 miles whichever comes first. The body manufacturer shall warrant this modification whether performed by the manufacturer or an outside contractor or vendor. The warranty shall cover failure or degradation in performance of items modified or failures as a result of modification to the wheelbase including but not limited to frame members (including cross-members, gussets, brackets, etc.), drive lines, brake lines, fuel lines and electrical harnesses.
12. Clarification to 5.0 (a), 5 &6: The manufacturer or dealer/representative is responsible for any failures as a direct result of altering the OEM Chassis. Dealer/representative shall be the point of contact/coordinator for resolving warranty issues for OEM chassis and the installed accessory manufacturers.
13. MBTA revises 6.0 (2), page 6 adding : Warranty shall not apply to normal wear items such as brake pads, belts, bulbs or lubricants.
14. Section 7.0 (2), page 12: MBTA revises and allows 270 days for delivery of alternative fueled vehicles.