



Potomac and Rappahannock  
Transportation Commission

**DATE:** August 28, 2013  
**REQUEST FOR PROPOSAL:** #13-09  
**SUBJECT:** Gillig Overhaul

**MANDATORY PRE-PROPOSAL CONFERENCE**

**DATE:** September 9, 2013  
**TIME:** 9:00 AM LOCAL TIME  
**LOCATION:** Potomac and Rappahannock Transportation Commission  
14700 Potomac Mills Road  
Woodbridge, VA 22192

**PROPOSAL DUE**

**DATE:** October 10, 2013  
**TIME:** 12:00 Noon LOCAL TIME  
**SUBMIT TO:** Eric Marx  
Potomac and Rappahannock Transportation Commission  
14700 Potomac Mills Road  
Woodbridge, VA 22192

Please direct questions concerning the RFP to the attention of the Contract Administrator, Eric Marx, at the above address, via e-mail to [emarx@omniride.com](mailto:emarx@omniride.com) or by fax to 703-583-1377. Write "Attention Gillig Overhauls" on the subject line of any communications.

[www.PRTCtransit.org](http://www.PRTCtransit.org)

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# SECTION I

## INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

This section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. Section II sets out the General Terms and Conditions applicable to this procurement. The Proposal Requirements are addressed in Section III of this RFP, while PRTC's process for Selection of the Contractor and developing a contract are discussed in Section IV. The Schedule of Prices and Contract Deductions are presented in Section V, while General Specifications for the Overhaul are discussed in Section VI. Section VII contains the Technical Scope of Work that is required to be performed. Section VIII presents Quality Assurance, Inspection, Testing, Acceptance and Warranty Provisions. The requirements and process set forth therein shall be binding on all Offerors.

Throughout this RFP the following terms apply:

- "Offeror" and "Prospective Contractor" are used interchangeably and mean vendors responding to this procurement
- "Successful Contractor" means the Offeror awarded a contract to perform the work that is the subject of this procurement
- "PRTC" means the Potomac and Rappahannock Transportation Commission or its agent

### **I.1 Purpose of the Request**

The Potomac and Rappahannock Transportation Commission ("PRTC") seeks a qualified company to provide overhaul services in accordance with this RFP for five (5) Gillig 40-foot Phantom buses.

### **I.2 Background Information**

PRTC owns five (5) 40-foot Gillig Phantom suburban-style transit buses which it purchased new and intends to have overhauled as a product of this procurement. The vehicles to be overhauled provide medium length trips (versus commuter or local service) connecting both

sides of PRTC’s service area with end-of-line Metrorail stations and linking the two local service area hubs with each other. Information on each bus is as follows:

<b>Bus #</b>	<b>Year</b>	<b>VIN</b>	<b>In-service Date</b>	<b>Miles (as of 8/13)</b>	<b>Trans Replaced?</b>	<b>Diff Replaced?</b>
184	2005	15GDD291X51111307	4/1/2005	470,676	No	No
185	2005	15GDD291151111308	4/1/2005	343,982	No	No
186	2005	15GDD291351111309	4/1/2005	389,588	No	Yes
187	2005	15GDD291X51111310	4/1/2005	465,266	No	Yes
188	2006	15GCD291361112800	7/11/2006	401,206	No	Yes

The purpose of the overhaul is to ensure vehicles are restored to near new OEM condition so they provide improved safety, reliability, appearance, comfort, and drivability. PRTC’s aim is to ensure that overhauled buses have an active service life of not less than 12 years and remain in the agency’s contingency fleet for approximately six (6) additional years.

Since they were purchased these buses have been maintained by First Transit as an integral part of their bus operations contract with PRTC. First Transit is an ASE Blue Seal shop – every technician has at least one ASE certification and at least one-third are Master Technicians. First Transit maintains a buses per technician ratio of no more than 8:1 and provides preventive maintenance inspections (PMIs) every 6,000 miles.

PRTC retains an independent firm (Transit Resource Center - TRC) that conducts maintenance audits three times per year of 1/3 of the fleet, chosen at random. The audits are comprehensive, examining 18 functional areas of the vehicle and noting any defects found. Based on TRC’s findings, First Transit does a superior job maintaining the fleet, averaging only 3.6 defects per bus fleet-wide since February 2004 (PRTC currently has fleet of 154 buses including 93 45-foot MCIs and 49 transit buses [13 2000 Orion Vs, 5 2005-6 40-foot Gillig Phantoms, 14 2010-2012 40-foot Gillig low-floors, and 28 2004-13 Gillig 30-foot low-floors]). Prospective Contractors are strongly urged to visit PRTC before submitting bids to get a first-hand account of the overall fleet condition.

### **I.3 Scope of Work**

PRTC is seeking a firm to provide professional bus overhaul services. Sections VI, VII, and VIII detail the scope of work entailed.

### **I.4 Period of Contract**

The term for this Contract shall begin with the execution of this Contract and end with the expiration of the last accepted overhauled bus’s warranty period. The actual work is expected to be accomplished as stated in Section VI.1 Pick Up and Delivery Schedule.

## **I.5 Type of Contract**

PRTC expects to award a fixed unit rate contract.

## **I.6 Decision Not to Respond**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. PRTC is very interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

Firms electing not to submit a proposal are asked to return the RFP package with a statement describing what factors led to the decision not to submit a proposal.

## **I.7 Pre-proposal Conference**

A mandatory pre-proposal conference will be held at the date, time, and location shown on the cover page for this procurement. The Successful Contractor shall be held accountable for all labor, materials, and other issues identified at this meeting and within the RFP. This meeting will assist PRTC in providing the best information on its requirements and resources. **Only proposals from Offerors in attendance will be accepted.**

Questions to be discussed at the meeting may be submitted in advance to the Contract Administrator via the email address or fax number shown on the cover page or may be presented orally at the meeting. Please write "Attention Gillig Overhauls" on the subject line of any communications. Any outstanding issues from the meeting will be answered in writing and provided to attendees significantly in advance of the proposal due date.

## **I.8 Clarification of Terms**

In order to ensure an impartial competitive process, questions and private communications with Prospective Contractors during proposal preparation and the evaluation period will not be accepted. If a Prospective Contractor has questions about the specifications or other solicitation documents, the Prospective Contractor should contact the Contract Administrator whose name appears on the cover page of this solicitation. Please write "Attention Gillig Overhauls" on the subject line of any communications. Inquiries regarding this RFP will be allowed up to one week after the pre-proposal meeting (see date, time, and location on the cover) and the inquiries together with the responses shall be distributed to all RFP recipients. Any revisions to the solicitation shall be made only by addendum issued by PRTC.

## **I.9 Emergency Order**

In the event of any emergency, PRTC reserves the right to order the contracted services from other sources which could provide a faster delivery time.

## **I.10 Timeline**

PRTC anticipates following the timeline shown below. Changes, if any, will be communicated to all parties receiving this procurement package.

<b>August 28, 2013</b>	<b>RFP issued</b>
<b>September 8, 2013</b>	<b>Vehicle Inspection 4:00 PM to 6:00 PM</b>
<b>September 9, 2013</b>	<b>MANDATORY Pre-proposal Conference &amp; Vehicle Inspection 9:00 AM</b>
<b>September 16, 2013</b>	<b>Final questions due 12:00 Noon</b>
<b>September 20, 2013</b>	<b>PRTC response to questions</b>
<b>October 10, 2013</b>	<b>Proposals due 12:00 Noon</b>
<b>October 10-31, 2013</b>	<b>Review proposals, clarify, negotiate, visit</b>
<b>November 7, 2013</b>	<b>Board Meeting Contract Award Recommendation</b>
<b>November 21, 2013</b>	<b>Contract signed, NTP issued</b>
<b>December 5, 2013</b>	<b>First bus picked up</b>
<b>February 27, 2014</b>	<b>First bus accepted</b>
<b>May 8, 2014</b>	<b>Remaining buses accepted</b>

## SECTION II

### GENERAL TERMS AND CONDITIONS

#### II.1 Proposal and Contract Requirements

This RFP plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

All applicable state and Federal requirements of will apply. Prospective Contractors are expected to become familiar with these requirements, and should not submit proposals if unable to execute a contract containing such provisions.

PRTC will provide a contract for execution by the Successful Contractor – **Attachment F Sample Contract** contains these provisions. Successful Contractors will not use their own standard contracts for this engagement.

#### II.2 Obligation of Prospective Contractor

By submitting a proposal, the Prospective Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.

#### II.3 Qualification of Offerors

The Prospective Contractor must demonstrate to the satisfaction of PRTC that it has the necessary experience, skilled personnel, and financial resources to perform the services required under this solicitation.

Qualified Offerors shall have substantial recent experience in providing similar services to those that PRTC is requesting and will meet the following requirements:

- Have extensive recent experience working under contract overhauling public transit buses.
- Receive high praise from past clients for quality of work, timely delivery, and fair and equitable handling of change orders and warranty claims.
- Employ, or have the ability to hire, the necessary complement of personnel to complete all buses in the specified time.

- Demonstrate that personnel are adequately trained and certified to work on all facets of bus overhauls.
- Provide evidence of a robust quality assurance program designed to ensure thorough, consistent, and top quality overhauls.
- Have a well-equipped facility large enough to simultaneously overhaul four PRTC buses.

PRTC may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Offeror to perform the contract. The Offeror shall furnish to PRTC such information and data for this purpose as may be requested. PRTC reserves the right to inspect the Prospective Contractor's physical plant prior to award to satisfy questions regarding the Prospective Contractor's capabilities.

If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of PRTC, PRTC reserves the right to reject the proposal.

#### **II.4 Additional Information**

PRTC reserves the right to ask any Prospective Contractor to clarify its offer.

#### **II.5 Qualification Acceptance Period**

The proposal and any modification thereof shall be binding upon the Prospective Contractor for 120 calendar days following the proposal due date. Any proposal for which the Prospective Contractor shortens the acceptance period may be rejected. At the end of that time, the Prospective Contractor may retract its proposal by giving written notice to PRTC.

#### **II.6 Delays in Award**

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, PRTC reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

#### **II.7 Award for All or Part**

Unless otherwise specified, PRTC may, if it is in the best interest of PRTC to do so, award all or part of the proposal to any Prospective Contractor whose proposal is the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposal with respect to the items in question.

#### **II.8 Rejection of Proposals**

PRTC expressly reserves the right to reject any or all proposals or any part of a proposal, and to re-solicit the services in question, if such action is deemed to be in PRTC's best interest.



PRTC will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

## **II.9 Single Proposal**

If a single conforming proposal is received, a price and/or cost analysis of the proposal shall be made by PRTC. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts should be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.

## **II.10 Inspection of Proposals**

The Virginia Freedom of Information Act, 2.2-3700 et seq. shall govern the release of public records related to the contract. Trade secrets or proprietary information related to procurement may not be subject to public disclosure, provided the requirements at 2.2-4342F VA Code Ann. are met.

## **II.11 Protest of Award**

A Prospective Contractor wishing to protest an award or a decision to award a contract must submit the protest, in writing, to PRTC no later than ten (10) days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Executive Director of PRTC will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by a Prospective Contractor, may be taken by instituting action as provided by the Code of Virginia.

## **II.12 Debarment Status**

The Commonwealth Transportation Board's Policy of Debarment dated January 1, 1987, shall apply with the exception that the debarment period shall be for a period of up to thirty-six (36) months. By submitting a proposal, the Prospective Contractor certifies that it is not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor is an agent of any person or entity that is currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia.

## **II.13 Insurance**

A checklist of required insurance coverage for non-taxi companies is attached and identified as **Attachment D Insurance Checklist**. Items marked "X" are required to be provided.

PRTC may require that insurance be raised due to Contract Change Orders (see **Attachment F Sample Contract** Section II.2 Modifications or Changes to the Contract). At no time shall the insurance coverage be less than required.

The Successful Contractor agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

In addition to the terms and provisions set forth above, the Successful Contractor shall be required to provide evidence of the minimum coverage described in **Attachment D Insurance Checklist**. No contract shall be finalized and no work shall commence until PRTC's insurance requirements are met. The Successful Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverage and limits indicated on **Attachment D Insurance Checklist**. Technical proposals must note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
  - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. General Liability insurance in the amount prescribed by PRTC, to protect the Successful Contractor, its subcontractors, and the interest of PRTC, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
  - c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Successful Contractor. In addition, all mobile equipment used by the Successful Contractor in connection with the contracted work, shall be

insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The Successful Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
5. The Successful Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the PRTC Executive Director before a contract is executed and any work is started.
6. The Successful Contractor will secure and maintain all insurance policies of its subcontractors, which shall be made available to PRTC on demand.
7. The Successful Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within 10 days of demand by PRTC. These certified copies shall be sent to PRTC from the Successful Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the PRTC Executive Director. The Successful Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Successful Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the PRTC Executive Director.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Successful Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, PRTC shall have the absolute right to terminate the Contract without any further obligation to the Successful Contractor, and the Successful Contractor shall be liable to PRTC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the Successful Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Successful Contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.

11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude PRTC from supervising and/or inspecting the project as to the end result. The Successful Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and PRTC. The Successful Contractor shall be as fully responsible to PRTC for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Successful Contractor and all subcontractors and sub-subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Successful Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the PRTC Executive Director, may be considered.
16. PRTC shall be named an additional insured in the General Liability policies and stated so on the Certificate.

#### **II.14 Protest Policy**

PRTC policy and procedures for the administrative resolution of protests is set forth in §3.8 of the Public Procurement Policy and Procedures Manual (Procurement Manual). The Procurement Manual contains rules for the filing and administration of protests. The Contract Administrator shall furnish a copy of §3.8 upon request.

## **SECTION III**

### **PROPOSAL REQUIREMENTS**

All information requested and the requirements of this RFP must be supplied in writing in order for PRTC to consider the proposal complete.

#### **III.1 Effect of Proposal Submission**

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offer also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands their obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

#### **III.2 Due Date and Copies Returned**

Responses are due no later than the date and time shown on the cover page of this procurement document. Proposals received by PRTC after the date, time and location prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

#### **III.3 Proposal Submission**

One (1) original, five (5) copies, and a searchable .pdf (e.g., Adobe) electronic version of Offerors' proposals will be submitted to the Contract Administrator at the mailing address and by the due date/time listed on the cover page of this procurement document. Submissions will be clearly labeled "Gillig Overhaul RFP No. 13-09."

#### **III.4 Confidentiality**

In addition to the terms and provisions set forth in Section II.10 of the RFP, PRTC shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required by the State Freedom of Information Acts (FOIA) and other relevant law (i.e., Virginia's Public Procurement Act). Proprietary information, which is submitted, must be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time, provided the requirements at 2.2-4342F VA Code Ann. are met. Proposals not in compliance with 2.2-4342 F will be subject to disclosure.

No responsibility shall be attached to the PRTC Executive Director or his representative(s) for the premature opening or disclosure of a proposal not properly addressed and identified.

### III.5 Proposal Format Instructions

PRTC will follow the evaluation process and selection criteria described in Section IV of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate Parts and sub-sections:

- Part 1: Understanding PRTC's Requirements
- Part 2: Work Plan and Timetable
- Part 3: Project Team Qualifications and Experience
- Part 4: Work Experience and References
- Part 5: Cost Proposal
- Part 6: Other Required Forms

These elements parallel the basis of PRTC's proposal evaluation criteria. PRTC is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

#### Part 1: Understanding PRTC's Requirements

This section should confirm that the Offeror understands this RFP and the planned project. The Offeror:

- Shall outline the scope of the proposed project and the requested product deliverables.
- May comment on any aspect of the RFP including suggestions on possible alternative approaches and exceptions to RFP requirements. Any alternative approaches and exceptions must be itemized using **Attachment E Alternative Approaches and Exceptions**. Details concerning same must be clearly presented by an easily recognizable and unique typeface (e.g., **bold**, **larger font**, *italics*, **different font**, **strikethrough**, or **some combination**). "Alternative approach" means the Offeror is prepared to comply if the proposed change is not acceptable to PRTC while "exception" means the Offeror is not accepting of the RFP provision. Offeror's should be mindful of the possibility that exceptions PRTC ends up rejecting could adversely affect the evaluation. Each alternative approach and exception will be considered by PRTC as to degree of impact and total effect on the proposal. In the absence of any such proposed alternatives and exceptions, the RFP terms as presented will be applicable. If no alternative approaches or exceptions are proposed, Offerors shall submit **Attachment E** with the word "None."

## Part 2: Work Plan and Timetable

In this section, the Offeror will describe in detail how it plans to conduct this project and the timeline it intends to follow. The Offeror shall:

- Present a work plan that clearly explains how it will manage and control all proposed activities and the resulting timetable from first taking possession of the vehicles and including but not limited to:
  - the teardown, and component/subsystem inspection and testing process;
  - determining whether parts and components shall be repaired or replaced;
  - the ordering process for parts and component replacements to maximize work efficiency and minimize delays;
  - final vehicle inspections; and
  - how the Offeror plans to provide after-sales services provided through completion of the warranty period.
- Describe the project management, administrative processes, and communications protocols for this project and explain how they will ensure that work is performed as proposed.
- Describe the full range of the following processes, in compliance with requirements appearing in Section VIII Quality Assurance, Inspection, Testing, and Warranty:
  - quality control/quality assurance measures,
  - inspection procedures, and
  - testing methods
- Clearly distinguish tasks the Offeror will undertake as distinct from those that are PRTC's responsibility. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.
- Present the staffing level(s) required to compete each task, as well as the relative effort that each member of the proposed project team will devote to the project.
- Include a task-by-task timetable showing the schedule of the time required to complete the project. It is the Offeror's responsibility to anticipate lead times in ordering parts and to develop the timeline accordingly. The timetable should include but not be limited to discussing:
  - documentation and/or authorizations, that will be required from PRTC,

- anticipated problem areas, and
- proposed solutions to the problem areas.

**The Work Plan must be completely in sync with Section VI General Specification for Coach Overhaul, Section VII Technical Scope of Work, and Section VIII Quality Assurance, Inspection, Testing, and Warranty and any exceptions or additions identified in Part 2 above so as to avert contradictions.**

### **Part 3: Project Team Qualifications and Experience**

This section is designed to demonstrate to PRTC that the Offeror has the capabilities to perform the requested scope of services and has assembled a team that is qualified to execute the contract.

At a minimum, the proposal shall:

- Summarize the organizational structure and size of the company.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, area covered, who formally heads that practice, and where that person is located.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Provide an organizational chart for this project.
- Describe the functional discipline and responsibilities of project team members.
- Designate a Project Manager.
- Provide resumes for each of the proposed team members including technicians.
- Include minimal hiring qualifications for each category of employee proposed to work on this project
- For each technician provide a listing of certifications in the following areas:



- EPA refrigerant handling
  - Welding
  - ASE (identify certifications for all areas and whether they are automotive, truck or bus)
  - Bodywork
- Include a description and pictures and/or video of the principal facility and equipment to be used in this project.
  - Clearly state if Offeror is proposing to subcontract any of the work herein. If subcontracting is proposed:
    - describe the proposed role(s) in detail, and
    - include the same information requested above for the subcontractor(s).

#### **Part 4: Work Experience and References**

This section of the proposal describes the Offeror's experience with similar projects.

- Using the form labeled **Attachment A References**, the Offeror shall provide a list of at least five (5) engagements that are similar in service type, size, scope and complexity in the past five (5) years.
- The Offeror shall also use **Attachment A** to provide five (5) references for any proposed subcontractor. Be sure to clearly note which forms are for the Offeror and which pertain to subcontractors.
- A complete list of all contracts worth over \$100,000 performed over the past five (5) years will also be submitted and shall include firm name, a brief description of the work performed (including general scope of work and number/make/model/vintage of vehicles), total cost of the contract, contract dates, and a current contact.

#### **Part 5: Cost Proposal**

Offerors shall complete **Attachment B Cost Sheet**. This element of the proposal shall contain the Base Cost per Bus including Section A Itemized Costs (transmission, differential). Offerors shall separately provide Section B Itemized Costs and the cost per bus for "Add-ons."

When evaluating price proposals, PRTC will only consider the Base Cost per Bus plus Section A Itemized Costs.

Offerors will note the following when preparing Base Cost proposals and Section B Itemized Cost proposals:

- Parts and labor costs to replace wheelchair lift, bulkheads, driver’s seats, air conditioning condensers, air conditioning evaporators, rear axle housings, and bicycle racks shall be net of the cost to repair, which shall be included in the Base Cost proposal.

Offerors will note the following when preparing “Add-on” Cost Proposals:

- The cost of each “Add-on” shall only include incremental parts and labor costs, those costs above and beyond those already allotted for meeting the requirements of each section requesting an “Add on.”

While PRTC will assist Offerors with parts lists to the extent possible, it is the Offeror’s responsibility to obtain accurate parts lists and prices from manufacturers and PRTC shall in no way be liable for missing parts or inaccurate part numbers.

*See Section V.1 Schedule of Prices for additional important information needed to develop cost proposals.*

#### **Part 6: Other Required Forms**

In addition to **Attachment A References** and **Attachment B Cost Sheet**, the following forms must be included with the Offeror’s proposal:

- **Attachment C RFP Submission Form**
- **Attachment D Insurance Checklist**
- **Attachment E Alternative Approaches and Exceptions**

The RFP Submission Form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

- **Conflicts of Interest** - This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “Virginia Conflicts of Interest Act.” No member of the Potomac and Rappahannock Transportation Commission, or any other officer or employee of PRTC , or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by § 2.2-3101, Va. Code Ann.
- **Collusion** - All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a

violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

- **Ownership** - PRTC requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 3% or more in the firm(s) responding to this RFP.

## SECTION IV

### SELECTION OF CONTRACTOR

#### IV.1 Approving Authority

The Approving Authority for this RFP is the Potomac and Rappahannock Transportation Commission and the authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

#### IV.2 Selection Committee

For this RFP, PRTC will appoint a Technical Evaluation Team (TET) to review and evaluate all proposals received. In turn, the Technical Evaluation Team will make its recommendation for selection of a firm to the Approving Authority.

#### IV.3 Basis for Award

The TET will base its recommendation on the “Evaluation Criteria” set forth in this RFP. The TET shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Based on the results of the preliminary evaluation and at the TET’s sole discretion, the highest rated firms may be invited by the PRTC TET to make oral presentations. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, Work Plan, and qualifications of the firm. The TET will then conduct a final evaluation of the firms.

The award shall be made to the responsive and responsible Offeror whose offer conforms to the solicitation and is most advantageous to PRTC, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

#### IV.4 Evaluation Criteria

The TET will base the initial and final evaluation on the following criteria:

10 points	Understanding PRTC’s Requirements
20 points	Work Plan and Timetable
20 points	Project Team Qualifications and Capabilities
20 points	Similar Work Experience and References
30 points	Cost Proposal

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require clarification and/or supplementary information,

firms should be prepared to submit such clarification and/or supplementary information, in a timely manner, when so requested. PRTC may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The TET may make reasonable investigations it deems proper and necessary to determine the ability of the firm to perform the work. The TET and/or its representative(s) reserve the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities. If site visits are made, PRTC may elect to have Offerors make oral presentations at that time.

In addition to the terms and provisions set forth in Section II.8 Rejection of Proposals, after review and evaluation, and based on its sole discretion, PRTC reserves the right to reject any or all proposals received in response to this request and will not compensate offers for the cost of proposal preparation whether or not an award is consummated.

#### **IV.5 Notification of Award**

All Offerors will be notified in writing, electronically or otherwise, as to selection of contractor for this project.

#### **IV.6 Prime Contractor**

The Successful Contractor will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Successful Contractor or subcontractors. The Successful Contractor is to be the sole point of contact with regard to all contractual responsibilities.

PRTC also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in PRTC's best interest.

#### **IV.7 Contract Development**

Once a firm is tentatively selected based on the "Evaluation Criteria," PRTC reserves the right to negotiate further with the selected firm to achieve a binding price and agreement on contract terms.

This RFP and the firm's proposal will be incorporated by reference directly into the final contract.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between PRTC and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section III Proposal Requirements of the RFP. PRTC reserves the right to incorporate all statements and claims made in the proposal (including any attachments) in the final contract.

If a satisfactorily proposed contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the firm ranked second highest, and so on. The Technical Evaluation Team will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

#### **IV.8 Contingency of the Contract**

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary); and
- the successful negotiation of contractual terms agreeable to both parties

Failure to achieve the foregoing will result in no award at this time.

#### **IV.9 Standard Contract for Services**

PRTC expects to enter into its “Standard Contract for Services” in a form substantially as attached hereto.

#### **IV.10 Non-Discrimination Against Faith-Based Organizations**

PRTC does not discriminate against faith-based organizations in procuring supplies and services.

#### **IV.11 Notice to Proceed**

A Notice to Proceed (NTP) shall be issued by the PRTC Executive Director or designee following execution of the Contract and receipt by PRTC of all required documents. Services are not to begin until receipt of the NTP by the Successful Contractor.

#### **IV.12 Acceptance, Invoicing, Billing Format and Payment**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products are approved as acceptable by the PRTC Contract Administrator.

The Successful Contractor shall submit invoices listing the services performed and completed to PRTC’s Accounts Payable Department. The invoice should cite the Purchase Order number, Contract number, bus number, and date of PRTC acceptance.

The Successful Contractor shall invoice PRTC upon PRTC’s acceptance of each overhauled vehicle. PRTC will make payment to the firm, net 30 days, or in accordance with discount terms, if offered, after receipt of an acceptable invoice.

## SECTION V

### SCHEDULE OF PRICES AND CONTRACT DEDUCTIONS

#### V.1 Schedule of Prices

As called for in Section III.5, Part 5 Cost Proposal, **Attachment B Cost Proposal** must be completed for the overhaul of Gillig buses. The following information is critical in preparing cost proposal.

##### V.1.1 Tax Exemption

Deliveries against the Contract shall be free of federal excise and transportation taxes as well as sales tax to the extent permitted by law. The PRTC excise tax exemption registration number shall be furnished upon request. PRTC is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by PRTC.

##### V.1.2 Vehicle Change Orders

“Vehicle Change Orders” will consist of items identified in the Cost Proposal as Itemized Costs - Sections B and C. The cost for Section C repairs shall be based on the Offeror’s cost of parts, the overhead rate applied to the parts cost (as indicated on the Cost Sheet for “Extra Parts Overhead”) and the labor rate (as indicated on the Cost Sheet as “Extra Labor Rate”) multiplied by the number of hours required to complete the additional work.

Each Vehicle Change Order shall be in the form of a written proposal, clearly indicating the nature of the change order, justification for it, potential impact to other bus components and systems estimated impact on timeline, and bus number(s) that the change order applies to. Photos and/or video may be included if helpful. Vehicle Change Orders shall also include complete itemized costs showing a breakdown of labor and parts. In cases where a Vehicle Change Order involves some amount of labor and parts already calculated to meet the requirements of the specification, those costs shall be itemized separately in the form of credits. PRTC will review each Vehicle Change Order and reserves the right to negotiate each on a case-by-case basis and to supply some or all parts needed for the change order (which it will ship to the Contactor at its own expense). Approval for Vehicle Change Orders shall come only from PRTC.

The Successful Contractor shall endeavor to identify such Vehicle Change Orders during the vehicle intake inspection, or as early as otherwise possible so as to eliminate/minimize delay arising from the extra repairs and time needed to procure parts that are not typically stocked as part of this overhaul project.

There may be cases where work specified in this document is not required, thereby resulting in a Vehicle Change Order credit.

Any other work beyond the scope of the Contract that results from this procurement shall be authorized by a “Contract Change Order” (see **Attachment F Sample Contract** Section II.2 Modifications or Changes to the Contract).

### **V.1.3 “Add-ons”**

In addition to required elements of the bus overhaul specified in Section VII Technical Scope of Work, PRTC is requesting two “add-ons” to the scope, and Offerors are asked to provide unit prices for each (“Add-ons” are identified via italics within Section VII Technical Scope of Work). Whether the “add-ons” are or are not awarded will be at PRTC’s sole discretion.

## **V.2 Contract Deductions**

PRTC shall maintain the right to assess Contract Deductions (CDs) against the Successful Contractor, as set forth herein, based on the Successful Contractor’s failure to meet the established standards. It is hereby understood and agreed by the Offeror that time is of the essence for completion of this Contract. In the event of failure to comply with the project schedule specified in Section VI.1 Pick Up and Delivery Schedule, PRTC may assess CDs; except that if the work is delayed by any act, negligence, or default on the part of PRTC, public enemy, war, embargo, fire or explosion not caused by negligence or intentional act of the Successful Contractor or his supplier(s) or by riot or sabotage.

CDs are as follows and are based on an increasing level of hardship/negative impact to PRTC resulting from delays:

1. \$125 per bus for each and every weekday that buses are “delivered” after the required “acceptance” date, if the buses are delivered in first class condition, complete and ready for operation based on the final inspection at PRTC.
2. \$375 per bus for each and every weekday that is needed to perform repairs on buses delivered before the required acceptance date, but not in first class condition, complete and ready for operation based on the final inspection at PRTC. PRTC may begin assessing this CD following written notification to the Successful Contractor of non-acceptance based on the final inspection at PRTC.
3. \$500 per bus for each and every weekday that is needed to perform repairs, after the required “acceptance” date, on buses not delivered in first class condition, complete and ready for operation based on final inspection at PRTC. PRTC may begin assessing CDs following written notification to the Successful Contractor of non-acceptance based on the final inspection at PRTC.



On a case-by-case basis and upon receipt of a written request and justification for an extension from the Successful Contractor, PRTC may grant an extension. Simply conveying that the Successful Contractor is experiencing a delay does not constitute PRTC's acceptance of such a delay.

## SECTION VI

### GENERAL SPECIFICATIONS FOR OVERHAUL

#### VI.1 Pick Up and Delivery Schedule

The first bus will serve as a pilot and shall be picked up within two weeks of PRTC providing a notice to proceed and shall be delivered **and accepted** (see definition below) at PRTC within 12 weeks from date of pickup. Once the pilot bus has been delivered, all four remaining vehicles will be available for the Successful Contractor to pick up simultaneously. Buses shall be returned as soon as each is completed and will be delivered **and accepted** within 10 weeks. Only legitimate delays due to official holidays and PRTC-approved change orders will suspend imposition of contract deductions. **All overhaul work must be completed and vehicles accepted by PRTC no later than June 30, 2014.**

If a specific part cannot be procured and installed prior to the bus delivery and its absence will not prevent the bus from being used safely in revenue service, PRTC will consider whether it is willing to provisionally accept the unfinished bus on a case-by-case basis.

#### VI.2 Pick Up and Delivery Procedures

The Successful Contractor is responsible for insurance and safeguarding the vehicles from the point of pick up at PRTC through their completion and return to PRTC. Acceptance of delivery of the equipment shall not release the Successful Contractor from liability for faulty workmanship or material defects even after final payment has been made. Offerors shall provide costs for a) driving and b) transporting (trucking) PRTC buses; transportation costs will be excluded from the RFP cost evaluation and may become part of the negotiation with the Offeror selected for the project. Ultimately, it will be at PRTC's discretion to determine which transportation option to choose for each vehicle.

#### VI.3 Delivery and Acceptance

Time is of the essence in this Contract. The Successful Contractor shall carry out the work continuously and diligently until contract completion. All overhaul work must be completed and vehicles accepted by PRTC no later than June 30, 2014. Delivery and acceptance of the overhauled buses shall occur in accordance with the terms and conditions set out below.

Overhauled buses furnished under this Contract shall be delivered to PRTC in first class condition, complete and ready for operation. The Successful Contractor shall assume all costs, responsibilities, and risk of loss incident to the delivery. Prior to delivery, every bus shall be thoroughly cleaned inside and outside and steam-cleaned underneath.

Acceptance by PRTC shall occur only after final inspection by authorized employees or agents of PRTC. PRTC will ENDEAVOR to notify the Successful Contractor within two (2) working days after delivery if the overhauled buses have or have not been accepted (extra time will be

necessary if multiple vehicles are delivered at or around the same time). Written notification of non-acceptance shall be provided and will include details of deficiencies.

The Successful Contractor shall automatically authorize warranty repairs costing up to \$1,500 per bus for overhauled buses delivered to PRTC that need repairs prior to being accepted and placed into revenue service, i.e., PRTC does not have to seek prior Successful Contractor approval to commence repairing minor items in an effort to expedite acceptance.

PRTC has previously contracted for bus overhauls and in some cases has been disappointed with the results. Offerors should be aware that buses delivered with defects will not be accepted until defects are repaired. Past defects include, but are certainly not limited to the following examples:

- Front bearings not packed with grease
- Rear air bags air lines not installed correctly
- Rear end tracking off
- Rear brakes incorrect, shoes loose on pins and hanging up causing brakes to get hot
- Front brake springs installed incorrectly (one spring in center instead of two springs on the sides), rubbing on hub assembly
- Air compressor intake hose not connected
- Failure to replace seat cushions
- Leaking fluid and air hoses and lines
- Poor paint quality
- Attention to detail including body paint and fit and finish items
- Paint overspray
- Integrity and contamination of AC system
- Loose and misadjusted seats

**ACCEPTANCE IS DEFINED AS – WHEN THE BUS HAS BEEN DELIVERED TO PRTC, PRTC OR ITS AGENT HAS INSPECTED AND APPROVED THE BUS FOR USE IN REVENUE SERVICE, AND ALL REQUIRED DOCUMENTATION HAS BEEN SUBMITTED.**

#### **VI.4 Interchangeability**

All units and components procured under this Contract, whether provided by suppliers or overhauled by the Successful Contractor shall be duplicate in design, manufacture, and installation to assure interchangeability among buses in this procurement. The interchangeability shall extend to the individual components as well as to their locations.

#### **VI.5 Motor Vehicle Safety and Pollution**

The Successful Contractor shall certify that the overhauled vehicles meet or exceed all current Federal, State, and Local requirements including, but not limited to, requirements of the United States Environmental Protection Agency, laws of the Commonwealth of Virginia, and the Federal Motor Vehicle Safety Standards.

## **VI.6 Material and Workmanship**

All materials, parts, and equipment furnished by the Successful Contractor shall be new, high grade, OEM approved, and free from defects unless otherwise allowed for in these technical specifications (e.g., rebuilt and remanufactured components). Workmanship shall conform to best industry standards. The Successful Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications. The Successful Contractor shall extend to PRTC, or its authorized representatives, full access to manufacturing facilities during normal working hours to observe workmanship quality assurance procedures in compliance with PRTC Technical Specifications.

Materials, parts, and workmanship not conforming to the requirements of these specifications shall be considered defective and shall be subject to rejection.

## **VI.7 Manuals**

If any upgrades requested by PRTC or if any components are replaced with components of different manufacturer and/or require different PM or different testing procedures, Successful Contractor shall supply maintenance manuals on CD and/or paper for these items. Successful Contractor shall provide a set of maintenance manuals, parts manuals and operating manuals (if applicable) for any and all components or systems that are new or different from the bus system originally submitted, as specified in these Technical Specifications.

Copies of all manuals shall be submitted to the PRTC project manager for approval no later than 15 days following delivery of the first vehicle. **CHANGES, IF ANY, SHALL BE SUBMITTED AS THEY OCCUR.**

## **VI.8 Quality Standards**

### **VI.8.1 OEM Standards**

OEM standards/specifications are defined as those standards used in the engineering and design specifications for the “Original Equipment Manufacturer” of the vehicle. This includes the current manufacturer if the original manufacturer is no longer operating under the original organizational name.

All functional parts and materials used in the overhaul process must meet or exceed OEM standards/specifications.

### **VI.8.2 Documentation**

The Successful Contractor shall use the technical specifications in Section VII Technical Scope of Work and create a checklist or series of checklists that it shall use for each vehicle to confirm that each specification item has been fully completed and addressed. Using the same checklist or other documentation approved by PRTC or its

agent, the Successful Contractor shall also indicate whether specific parts identified in the specification were rebuilt, repaired, replaced, remanufactured, etc.

This documentation is to be maintained for each vehicle and will serve as a final record of all activity taking place on each vehicle including the disposition of each part and of all work performed during the overhaul process. This includes a standard parts list as configured for that unit and additional parts installed due to damage on the vehicle. The parts list shall include all serial numbers and component manufacturer's information where available. Documentation shall also include all work required on the vehicle, change orders, testing results, copies of any and all correspondence pertaining to that vehicle, and inspection records for the unit. This Final Vehicle Record is to be delivered to PRTC when the vehicle is returned to PRTC – vehicles will not be accepted without such documentation. The Successful Contractor shall present its documentation control plan to PRTC and its agent no later than two weeks prior to rehabbing the pilot bus.

### **VI.8.3 Quality Requirements**

#### **A. Workmanship**

Workmanship shall be professional and shall conform in all respects to the best practices in the automotive body and mechanical repair industry.

#### **B. Welding**

Welding procedures, welding materials and qualifications of operator, shall be in accordance with those established by the American Welding Society (AWS). All exposed welds shall be ground smooth after welding to present a smooth finished appearance. Where metal is welded the contact surfaces shall be free of scale, grease and dirt before welding is performed.

#### **C. Fasteners**

Screws, bolts, nuts, washers and other types of fasteners used in the repair process, or for the attachment of accessories or equipment, shall be of proper size and grade to ensure permanent fastening and be of US manufactory. Fasteners shall be of a material or coating to prevent premature corrosion. On all components removed during the process, new hardware shall be used for reinstallation. Bolt projections through nuts shall be at least two full threads but not excessive.

All rivet holes and bolt holes that are used for connecting members shall be properly spaced and ground to a specific size. Rivet size shall be proper to the hole size they are applied to and concentric. "Pop" rivets are not to be used for stress areas.

**D. Sealants**

Caulking compounds containing chromate inhibitors shall be used to seal exterior seals, joints, and overlapping panels to prevent premature corrosion. All caulking shall be kept to a minimum and shall not be used to fill any gap larger than 3/16".

**E. Body and Understructure**

Body and understructure damage will be repaired and reinforced at all joints and points where stress concentration may occur, so that the vehicle will carry the required load and properly withstand road shocks.

All metal parts shall be dressed to remove all burrs and sharp edges to prevent injury to maintenance staff while performing repairs or service of the vehicles.

**F. Undercoating**

All exposed under framing, under sides of flooring, compartments, etc. shall be first be thoroughly steam cleaned, allowed to completely dry, and then undercoated with an approved weather resistant product to prevent body corrosion and under floor wood rot due to inclement weather and road debris.

**G. Body**

All damaged, rusted or corroded body components or panels shall be replaced except for components/panels with light rust; these can be reused as long as the surface rust is removed, the component/panel is coated with rust inhibitor, and it is returned to OEM standards. Exterior panel, access doors, rub rails and other trim will be installed in accordance with current manufacturing methods.

**VI.9 Acknowledgement of Delivery**

When vehicles are received by PRTC, releases or certificates signed by PRTC staff are understood to be simple acknowledgements and do not constitute acceptance by PRTC.

**VI.10 Definitions**

The following are terms used in Section VII Technical Scope of Work.

**A. "Repair"**

To restore an item to OEM specifications by performing all work necessary to fix any non-functioning or failing part or component according to the OEM's recommendations and specifications.

**B. “Rebuild”**

To restore an item to OEM specifications by replacing all wear items of a component including cleaning, adjusting, lubricating and painting according to the OEM’s recommendations and specifications.

**C. “Replace”**

The term “replace” means to substitute a component/part with a new OEM approved component/part. Components/parts shall also be replaced with new OEM approved components/parts in situations where repairing or rebuilding cannot be performed such as to restore an item to OEM specifications and whenever the Successful Contractor determines that replacement is preferable to repairing or rebuilding. All parts replaced must be new OEM approved, regardless of whether or not the term “OEM” is specified in the Technical Scope of Work.

**Note: Regarding items D and E of the following component definition, the Offeror shall use its best professional judgment and on site vehicle inspections conducted prior to bid submission to determine the likelihood and frequency that any component will need to be repaired, rebuilt or replaced. Components that the Offeror does not anticipate needing to be replaced but actually require replacement upon actual inspection shall be done at no additional cost to PRTC. It is encouraged that the Offeror first become familiar with the GILLIG vehicles being overhauled, the current condition of these vehicles, and to anticipate any deterioration that might take place on these vehicles from the time of the Offeror’s initial inspection to actual overhauling to submitting a proposal.**

**D. “If Needed”, “as Needed”**

Shall be interpreted to mean any part, component or subassembly, that does not meet or exceed visual or appropriate mechanical examination/testing, shall be repaired, rebuilt, or replaced as necessary to provide safe, dependable service, return the unit to comply with original equipment specification requirements, and/or restore visually to have a satisfactory appearance.

**E. “Repair or Replace”**

Shall be interpreted to mean that the Successful Contractor shall have the option of either replacing the unit with a new OEM unit (or one that meets or exceeds OEM specifications)of the same type and manufacture or repairing/rebuilding the unit to comply with original equipment specification requirements. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor. All such actions are within the scope of this document and will not result in change orders and increased cost if repair or replace is specifically required by this document.

**F. “Inspection”**

Shall be interpreted to mean standards of quality as defined in the detailed specifications attached herein.

**G. “Like New”**

Shall be interpreted to mean that form, fit, or function shall be the same as or equivalent to that which was originally installed.

**H. “Remanufactured”**

OEM factory supplied remanufactured part or one that meets or exceeds OEM specifications. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor.

**I. “New”**

New, unused OEM part or one that meets or exceeds OEM specifications. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor.

**V.11 Missing Parts**

Buses may inadvertently be delivered to the Successful Contractor with missing parts or other items. If the Successful Contractor discovers any such parts valued at \$100 or more, except for those already called out in this specification to be replaced, and assuming the Resident Inspector agrees such a part should have been installed on the bus when delivered, the Successful Contractor shall issue a Vehicle Change Order. The Vehicle Change Order shall be issued for the part only (no labor) after first contacting the Inspection Project Manager (IPM) to determine if the missing part will be provided by PRTC.



## **SECTION VII**

### **TECHNICAL SCOPE OF WORK**

These technical specifications are intended to describe all the work necessary to ensure vehicles are in top-condition safety-wise, restore excellent reliability, and return appearance, comfort, and driving experience to OEM specifications. Ancillary components and parts not included in the scope shall be treated as inadvertent omissions and work necessary to return such components to OEM specifications shall be provided as part of the overhaul at no extra cost to PRTC (i.e., they will not be considered change orders). Ancillary components may include but are not limited to: motor isolation mounts, hoses, fittings etc. All units or parts not specified shall be assumed to be Successful Contractor's standard units or parts.

Due to the nature of work to be performed during the overhaul, various components and assemblies will have to be removed in order to perform the required work. Any of the foregoing items removed shall be properly re-installed after completion of the work performed.

All components, surfaces, parts, etc. shall be thoroughly cleaned to remove dirt, rust, grease, chemicals, etc. and shall be polished, painted, repaired and/or replaced, as appropriate, to restore original look and functionality.

In the case of contradictory requirements, the more stringent condition applies.

Proposed components, if different from required specifications, are subject to review and final approval by PRTC.

#### **VII.1 Exterior, Interior and Understructure**

All vehicle damage will be repaired including, but not limited, to exterior, interior, structural, frame, and rust. All repairs will restore vehicles back to OEM standards including, but not limited to, original configuration, appearance, and structural integrity. Damage is to be repaired using materials, workmanship, and design, conforming to the best practices known in the transit industry. Functionally damaged, cracked or corroded panels and body frame structures will be replaced; in instances where judgment is required to determine whether damaged components can be adequately repaired or replaced the Successful Contractor will err on the side of replacement (e.g., a long and/or deep gouge along an external body panel where extensive body filler would be used). Final determination as to whether damaged components can be adequately repaired or replaced will be made by the Resident Inspector.

Minor individual scratches, individual dents, and similar damage will be considered normal wear and tear and will fully be the Successful Contractor's responsibility to repair without additional remuneration. Damage exceeding normal wear and tear will be subject to a change order assuming the parts and labor for each change order repair is at least \$750. Before filing a Vehicle Change Order the Successful Contractor shall consult with the Resident Inspector to determine if the damage falls within the scope of normal wear and tear or is more extensive.

Final determination will be made by the Resident Inspector. If damage extends beyond normal wear and tear and a Vehicle Change Order of at least \$750 is required, the Successful Contractor shall consult with the Resident Inspector and indicate on the Vehicle Change Order whether the damage was caused by a) accident damage caused by impact, or whether b) improper prior repairs were performed that did not return the vehicle to OEM standards. Final determination will be made by the Resident Inspector.

The final result shall be a vehicle durable in construction in all respects.

## **A. Exterior**

### **1. Body**

The body of the vehicle is to be inspected thoroughly for any damage. Fiberglass panels shall be repaired with fiberglass resin and cloth. Bumpers, rub rails, and rubber fender flares shall be replaced. New mounting brackets shall be installed on panels. The hinges prop rods, and latches on battery compartment doors shall be replaced.

### **2. Entrance Door**

All door seals and door window seals shall be replaced. Damaged door panels shall be repaired or replaced as needed. Door shaft bushings and bearings shall be replaced. Insure all grease fittings are functional and taking grease. All mounting hardware is to be replaced. Door shafts shall be inspected repaired and repainted or replaced as needed.

Door motors shall be removed, cleaned, rebuilt or replaced if unable to rebuild to OEM specifications. Air solenoids and brackets shall be replaced as needed. All micro switches, relays, and door valves shall be replaced. Door operation is to be adjusted to manufacturer's specifications.

### **3. Roof Escape Hatch and Ventilator**

Roof escape hatches and ventilators shall be returned to OEM specifications including but not limited to replacing all seals and hardware and installing new decals. They shall be sealed from all water leaks when closed.

### **4. Engine Closure Doors**

Latches on side and rear engine closure doors shall be replaced. All hinge and prop parts shall be replaced including but not limited to prop rods, gas cylinders, bumpers, and hinges. All panels or expanded metal on the inside of the side closure doors shall be repaired or replaced, if needed, and painted to original color.

## **5. Windows, Glazing Material and Window Frames**

Any cracked, damaged, or permanently fogged windows including windshields, transom windows, etc. or other glazing material shall be replaced as a Vehicle Change Order. The Vehicle Change Order shall include the glass and the seal attaching to the glass and related labor. All other window seals shall be replaced as needed. Damaged window frames shall also be replaced as needed.

Cables for emergency egress windows shall be properly adjusted and lubricated with light oil that will not attract dirt and debris. Transom windows shall be adjusted. All windows shall close properly and not leak when closed.

## **6. Exterior Safety Components**

All damaged exterior mirror components shall be replaced; mirrors will otherwise be restored to OEM specifications, including repairing or replacing as needed to include heater elements, motors, mounting hardware, etc.

Windshield wiper motors shall be inspected, and rebuilt or replaced. Washer reservoir shall be replaced, if needed. All wiper arms, wiper blades and spray nozzles shall be replaced. The wiper spray system shall also be inspected and function per OEM specifications.

Headlights and supporting structure and trim shall be inspected and replaced as needed. All adjustment screws and springs and bezels shall be replaced.

## **B. Interior**

### **1. Seats**

The operator's Recaro Ergo Metro seat shall be removed from the bus and rebuilt to OEM specifications. All bushings, shock absorber(s), and dampener springs shall be replaced with new parts. All seat padding is to be replaced with a durable padded seat insert of OEM thickness and composition. The seat shall be recovered with upholstery matching that of passenger seats. Lap-type seat belts shall be replaced with 3-point, extra-long orange units. Plastic trim pieces shall be replaced if broken or missing.

If complete seat replacement is necessary to ensure driver safety, replacement shall be done as a Vehicle Change Order per the cost provided on **Attachment B**.

Passenger seats were manufactured by American Seating and shall be recovered in the original upholstery fabric (currently available from John Holdsworth Co., part number BAW319). The arm rests shall be changed using American Seating 2000 series bezel upgrade. Seat frames/shells and other components shall be removed from the vehicle, disassembled, repaired or replaced as needed and painted to match original color.

All seat padding is to be replaced with a durable padded seat insert of OEM thickness and composition. Plastic components of the seats shall be replaced or refinished per OEM specifications to match original color scheme. Seat reclining mechanisms shall be repaired or replaced as needed to restore original operational function. Seats shall be securely reattached to the body of the bus per OEM specifications.

## **2. Operator's Barrier/Modesty Panel**

Operator's barriers and front modesty panel shall be restored to OEM specifications and replaced if cracked or otherwise damaged.

## **3. Interior and Flooring**

The interior of the vehicle is to be inspected for damage and excessive wear and repaired/replaced as needed. Safety and convenience items (mirrors, sun visors) shall be inspected and replaced on an "as needed" basis.

The dash and drivers compartment shall be cleaned and a state-of-the-art, plural urethane coating system shall be applied to provide a durable interior finish, on all plastic panels and trim pieces. All knobs, switches and other such controls will be replaced with OEM components. Dash, knob, and switch markings, including those added to any switches installed after production, shall be replaced per OEM specifications. When replaced, all switch markings shall look as if they were originally provided by the manufacturer. All gauges, warning lights, audible indicators, etc. must be fully functional and shall be cleaned, repaired, or replaced as needed to restore OEM specifications.

Sidewalls shall be cleaned, polished, and/or painted to match original, as needed. Side panels and miscellaneous trim shall be replaced if cracked, chipped, or broken. Repair of any trim piece will not be allowed unless otherwise accepted by the Resident Inspector.

The flooring material shall be inspected and cleaned only if replacement is not required. If worn or damaged flooring requires replacement it shall be done as a Vehicle Change Order based on the costs provided on **Attachment B** using matching material as originally fitted. Any flooring requiring replacement shall be done in whole sections; patching within floor vinyl sections is not allowed. Flooring shall be defined as four separate sections: the main section extending from the front of the bus to the raised sections at the rear, two raised sections at the rear, and the raised section at driver's area. As noted in Section VII.1.C Understructure, any weak, damaged or deteriorated floorboards (subflooring) shall be repaired or replaced as needed based on the costs provided on **Attachment B**.

Step treads and the landing areas shall be replaced. Glue and sealant used to secure flooring is to be equivalent to original OEM specifications.

Stanchions, grab rails, and all related hardware shall be cleaned, inspected, repaired or replaced as needed. Any stanchions or grab rails that are loose shall be repaired and made secure.

#### **4. Overhead Parcel Racks**

The overhead parcel racks shall be cleaned, inspected, repaired or replaced as needed. Any racks that are loose shall be repaired and made secure. Repair of any trim piece will not be allowed unless otherwise accepted by the Resident Inspector.

#### **5. Decals**

Unless otherwise specified, all interior decals will be removed and the area cleaned to remove remnants of adhesive materials prior to cleaning and repairing the remaining interior. New decals will be supplied by PRTC and will be installed by the Successful Contractor according to the PRTC-supplied guide to decal placement location.

#### **6. Cameras**

Buses are equipped with Apollo and DriveCam video systems which are not part of the overhaul scope of work. However, if any components have to be moved or removed to attend to other required elements of the overhaul they will be returned to the original location/restored to original configuration.

### **C. Understructure**

Each vehicle's understructure shall be thoroughly cleaned and inspected. Any broken welds shall be repaired by a certified welder. For spot welds, the repair is to be made by bolting through with grade eight bolts, per OEM specifications.

All bulkheads shall be inspected for cracks and rust. Cracks shall be repaired by notching the crack and welding on a plate that covers the original crack. If rusting of the bulkhead results in less than half of the original materials thickness over areas more than one square foot, the bulkhead shall be replaced. Costs to replace a bulkhead shall be done as a Vehicle Change Order per the cost provided on **Attachment B**.

Structural components shall be tested using an ultrasonic thickness tester, to measure metal thickness. Where greater than 15 percent of the original material thickness is removed by corrosion, wear, etc., parts shall be replaced. For the purposes of this section, structural components shall include all longitudinal, transverse and diagonal metal components and members that form the underside of the bus and provide structural support for chassis, body, drivetrain, and suspension.

Non-structural components shall also be inspected for damage and rust. Damaged, cracked or corroded non-structural components shall be repaired or replaced as needed to return them to original functionality condition. This includes but is not limited to rails and other members that

provide seal integrity and mounting locations, and are designed to drain moisture and debris away to prevent corrosion over time.

Floorboards shall be inspected for deterioration and soft spots and replaced in sections as needed. Costs to repair or replace any floorboards section(s) shall be done as a Vehicle Change Order based on the per-square-foot cost provided on **Attachment B**.

Once all understructure repairs are completed and after inspection, replacement, and installation of floorboard and other materials, new undercoating is to be applied to the entire vehicle understructure and the front and rear mud flaps shall be replaced after thorough cleaning of all areas to be undercoated. Visible surface rust is to be removed from all understructure areas and the metal treated with a rust inhibitor to prevent further spreading of rust. This must be performed after thorough cleaning and before body undercoating is applied.

## **VII.2 Heating and Air Conditioning**

The air conditioning condenser and evaporator shall be pressure tested. If the condenser and/or evaporator require replacement, the components shall be replaced as a Vehicle Change Order per the costs provided on **Attachment B**. If replacement is not necessary, cooling fins must be cleaned, straightened/combed and have, at minimum, 90% fin surface available for unobstructed air flow. The air conditioning compressor (including coil, clutch, pulley, and bearings) is to be replaced. Control valves and relays shall be replaced. The receiver tank and dryer shall also be replaced. System shall be evacuated per manufacturer's specifications and recharged with 134A refrigerant. New inlet air filters shall be installed in the evaporator unit. All condenser and evaporator fan motors shall be replaced. Insulation on A/C tubing is to be replaced. Water circulation pump/s and water valves shall be rebuilt to manufacturer's specification or replaced. The temperature controller and expansion valve shall be replaced. All flexible HVAC hoses shall be replaced. The compressor drive belt(s) shall be replaced. The evaporator squirrel cage housing shall be inspected and replaced if needed (no repairs allowed) and all flexible ducting to that housing replaced. All other components shall be checked and repaired or replaced as needed to restore the HVAC system functionally to OEM specifications.

A complete OEM A/C PM service shall be performed after all repairs and replacements have been made.

*As an "add-on" the Offeror shall provide the cost of **upgrading all condenser and evaporator fan motors to brushless design**. The cost of this "add-on" shall only include incremental costs, those costs above and beyond those already allotted for meeting the requirements of this section.*

## **VII.3 Front Axle and Suspension**

### **A. Wheel Spindle and King Pin Housing Assembly**

Kingpins, thrust bearings, and kingpin bushings shall be replaced. Kingpin housing must be inspected for damage, repaired or replaced, as needed. Front spindle bushings shall be replaced with new parts. Front wheel bearings shall be replaced with new parts and new bearing seals shall be installed. All mounting hardware removed during overhaul is to be replaced with the same grade as installed from OEM. Upon completion of bus all axles shall be aligned to original OEM specifications.

### **B. Control Arms**

Control arms and mounting rods shall be inspected for cracks or other damage. If cracked or otherwise damaged, they shall be replaced. Bushings shall be replaced. All control arm bolts and nuts shall be replaced.

### **C. Air Springs, Shock Absorbers and Bump stops**

All active members of the suspension system shall be replaced including air springs, shock absorbers and bushings. Mounting plates shall be cleaned and inspected and replaced as needed. All rod ends on the drag link, tie rods, Pitman arm, etc., shall be replaced. Suspension bump stops shall be inspected and replaced as needed.

### **D. Front Stabilizer Bar**

The front stabilizer bar is to be removed from the vehicle and inspected for cracks or damage. If cracked or damaged, it shall be replaced. It is to be treated to prevent rusting and, upon installation, new mounting bushings and hardware shall be used.

### **E. Suspension Air System**

All control valves for the air suspension system shall be replaced including but not limited to low air switches, height control valves, check valves, and pressure protection valves and associated hardware. Once completed the suspension system shall be set to original OEM specifications.

All air system tanks shall be cleaned, inspected, pressured tested and painted. If tanks are found to leak or to be corroded they shall be replaced. Replacement tanks shall be the same size and volume as supplied by the OEM. All drain cocks and air connection fittings connected to the air tanks shall be replaced.

Air strainers or filters shall be replaced. All safety and pressure protection valves shall be replaced with original OEM components. Low air switches and pressure protection valves shall be replaced.

All other components of the suspension air system shall be tested and repaired or replaced as needed to insure there are no leaks and restore OEM specified functionality. A full system pressure test shall be performed. The air system test requires the air system to be fully pressurized. No more than 5 psi leakage, as measured on the dash air gauges, in 12 hours is the acceptable criteria.

#### **VII.4 Rear Axle and Suspension**

##### **A. Rear Axle and Differential**

The entire rear axle is to be disassembled, inspected, and dye penetrant tested to ensure housing cracks are not present. Housing cracks shall be repaired. If the housing requires replacement it shall be done as a Vehicle Change Order based on the cost provided on **Attachment B**. The housing is to be treated to prevent rust.

The entire differential will be rebuilt to OEM specifications or replaced with new using the same final drive ratio as originally installed. Differential ring and pinion gears, side gears, bearings and washers shall be replaced with new. If the original differential has already been replaced by PRTC, the rebuild requirement may be eliminated from individual buses. PRTC will notify Successful Contractor before delivery of any buses that will not require a differential rebuild. PRTC also requires that the cost of rebuilding/replacing the differential be subtracted from total price on the units involved as stated on **Attachment B**.

All seals and wheel bearings shall be replaced. Wheel seals shall be replaced with either "CR" (Chicago Rawhide) or "National" brand seals. The rear stabilizer bar shall be inspected and replaced if cracked or damaged. Bushings shall be replaced. The driveshaft shall be thoroughly inspected, balanced and fitted with new u-joints prior to re-assembly and will be replaced if needed.

##### **B. Radius Rods**

Radius rods shall be removed cleaned and inspected for cracks or damage, then treated to prevent rust. If functionally damaged, they shall be replaced. All radius rod bushings shall be replaced.

##### **C. Air Suspension and Shock Absorbers and Linkages**

All active members of the air suspension system shall be replaced, including air springs, shock absorbers, bushings and height control valves.



## **VII.5 Brakes**

### **A. Air Brakes**

All active components in the brake spider, including front and drive axle brake components shall be replaced including pistons, adjusters, springs, air chambers, S cams, bushings and plungers. Brake linings and drums shall be replaced using quality OEM Meritor components. The ABS modulators, toner ring, valves and sensors shall be replaced. All air brake system valves will also be replaced which include but are not limited to the brake treadle, emergency release, park brake interlock, SR-1, double check and quick release valves. Also all flexible brake hoses shall be replaced. The system shall be tested and repaired as needed to restore OEM specified functionality. Brake test results will be included with vehicle documentation.

### **B. Service Brake Treadle and Valves**

Brake treadle dual valve is to be replaced. Brake interlock valve cluster and relay valve shall be replaced. The entire pedal assembly shall be removed, disassembled, inspected, and rebuilt to OEM specifications with all worn parts including rubber pad replaced as needed.

### **C. Parking Brake**

Parking brake valve shall be replaced.

### **D. Air Brake Tanks, Lines, and Valves**

Air tanks shall be cleaned, pressure tested, and replaced as needed. Flexible air hoses shall be replaced. All brake valves shall be replaced. Hard lines shall be tested and repaired or replaced as needed. Air tank drain valves and pull cables shall be replaced.

## **VII.6 Engine**

The original engines have already been replaced by PRTC and will not require replacement or rebuild as part of this rehab specification. The previously replaced engines have accumulated approximately 20,000 to 160,000 miles. Any noticeable engine leaks shall be immediately reported to the Resident Inspector during the incoming inspection. Repairs for such preexisting leaks shall be handled as a Vehicle Change Order. The Successful Contractor shall be responsible for repairing any leaks not reported during the incoming inspection. The engine shall be completely removed from the vehicle, pressure cleaned, thoroughly inspected, and repainted. All OEM interface components between the engine and the vehicle such as flexible hoses/pipes shall be replaced. All isolators, engine mounts, engine rear main seal, and related hardware shall also be replaced. All non-electronic interface parts between the engine and

transmission shall be inspected and replaced as needed. The air intake housing and all hard piping shall be cleaned, inspected and replaced as needed. Rubber elements and clamps shall be replaced.

The successful Offeror shall thoroughly clean and repaint the engine bay prior to reinstalling the engine.

#### **A. Air Compressor and Governor**

Air compressor and governor shall be replaced. Air dryer and purge valve shall be replaced using Bendix type AD-9.

#### **B. Alternator**

The alternator shall be replaced with a factory remanufactured alternator. Alternator drive belt is to be replaced. All components of the 12-volt charger including the equalizer shall be replaced.

*As an "add-on", the Offeror shall provide the cost of **upgrading the alternator to a new air-cooled DN50 unit or approved equal** using OEM parts. The cost of this "add-on" shall only include incremental costs, those costs above and beyond those already allotted for meeting the requirements of this section and other affected sections.*

#### **C. Starting System**

The starting motor is to be replaced with a factory remanufactured starter. Starter power line from the starter to the engine compartment bulkhead is to be replaced. The junction block at the bulkhead shall be replaced.

#### **D. Spinner II Filter**

The Spinner II centrifugal type oil filter shall be replaced along with supply/return oil lines.

#### **E. Batteries**

Batteries and the 24-volt voltage regulator shall be replaced. All battery cables shall be replaced. The battery trays and slides shall be inspected and repaired or replaced in order to function per OEM specifications.

### **VII.7 Transmission**

PRTC plans to change all transmissions as part of this work scope. Exceptions may be made as stated below. The transmissions shall have the same ratings as supplied from GILLIG during the original build. The transmissions shall be rebuilt using only OEM parts. All transmissions will include a five year, 300,000 mile warranty. Only transmissions rebuilt by Allison or an

Allison certified vendor shall be installed on PRTC's buses. Transmissions shall be programmed to work with the same final drive ratio as originally installed.

All flexplates and ring gears shall be inspected and replaced as needed. All fasteners shall be replaced.

The transmission shall be delivered with Transynd ATF or equivalent fluid. Transmission oil cooler shall be replaced and then pressure tested. All hoses and clamps between the engine, cooler and transmission shall be replaced. Structure brackets supporting transmission shall be inspected and replaced as needed. If structure brackets are replaced all mounting hardware shall be replaced using new original OEM grade hardware.

If the original transmission has already been replaced the requirement of change-out may be eliminated from individual buses. PRTC will notify Successful Contractor before delivery of any buses that will not require a transmission replacement. PRTC also requires that the cost of the transmission be subtracted from total price on the unit/s involved as stated on **Attachment B**. Transmission costs shall be reimbursed on a pass-through basis and the bus overhauling Successful Contractor shall provide documentation of three quotes to insure PRTC is paying the lowest cost possible.

#### **VII.8 Fuel System**

Fuel filters and all fuel lines within the engine compartment shall be replaced. All fuel lines shall be bracketed and mounted to replicate the original OEM configuration. The fuel tank is to be drained, flushed, pressure tested and repaired or replaced as needed. The fuel tank filler neck gasket is to be replaced. Level control valves and fill whistle shall be replaced.

All flexible fuel lines shall be replaced. All solid lines shall be inspected and pressure tested for leaks and replaced as needed. All lines shall be bracketed and routed in the original OEM configuration.

Fuel tank shall be undercoated with OEM approved material on all sides and tank mounting straps replaced prior to reinstallation of the fuel tank.

#### **VII.9 Exhaust System**

The exhaust system is to be inspected and repaired or replaced as needed to restore OEM specified functionality. All flexpipes/sections shall be replaced. Clamps shall be replaced. All exhaust mounting brackets shall be replaced. All rubber isolation of exhaust system is to be replaced and new fasteners shall be used.

## **VII.10 Power Steering System**

### **A. Power Steering Pump and Reservoir**

The power steering pump, gasket, drive linkage, reservoir filter elements, reservoir gaskets, and power steering lines in the engine compartment shall be replaced. The power steering fluid line filter is to be replaced. The power steering reservoir is also to be inspected and either cleaned and repainted or replaced as needed. The sight glass and seal shall be replaced. The power steering fluid shall be replaced with fluid matching original OEM specifications. The entire system shall be tested and all leaks repaired.

### **B. Power Steering Gearbox**

The Power steering gearbox is to be rebuilt to OEM rebuild specifications. All mounting hardware is to be replaced using original OEM grades. All hard piping connected to the steering system should also be cleaned and inspected for defects and replaced if needed. All flexible hoses shall be replaced.

### **C. Steering Linkage**

All tie rod ends and seals shall be replaced. Tie rods and bell cranks shall be inspected and replaced if cracked or otherwise functionally damaged. Mounting bushings shall be replaced. Front end is to be aligned to OEM specifications. Alignment data sheet is to be sent to PRTC with bus delivery.

### **D. Steering Wheel and Column**

Bearings, bushings, horn button, contact ring, plunger, and steering column U-joints shall be replaced. The steering wheel shall be replaced if cracked, chipped, or warped.

## **VII.11 Wheels& Hubs**

Aluminum wheels shall be replaced with new, OEM, fully-polished (both sides) Durabrite units. All lug nuts and studs shall be replaced with US made parts approved by wheel manufacturer. Old wheels originally fitted to vehicles shall be returned to PRTC secured and protected inside the bus. Wheel hubs shall be inspected, thoroughly cleaned and repainted.

## **VII.12 Electrical**

All exterior lamps shall be replaced with LED type lamps where available, including step well lamps. Where LED type lamps are not available they shall be repaired or replaced with OEM equivalent components. Mounting hardware shall be replaced as needed. All exterior lenses and shields shall be replaced.

Headlights and turn signal lights shall be replaced as needed. Driver's switches for turn signals and dimmer shall be replaced. All electrical connections shall be carefully inspected and

replaced with new if found to be defective. All electrical connections shall be both crimped and soldered.

All interior lamps, including dash lamps, passenger reading and drivers' lamps shall be replaced with LED type lamps where available. Where LED type lamps are not available they shall be repaired or replaced with OEM equivalent components. All interior lighting lenses shall be replaced. All interior light ballasts shall be replaced with new components. All fuses, circuit breakers, and fusible links shall be inspected and replaced as needed.

All wiring, regardless of whether it was repaired, replaced or unsecured during the overhaul process, shall be routed and bracketed in the original OEM configuration.

### **VII.13 Radiator and Surge Tank**

The radiator and charged air cooler shall be replaced. The surge tank pressure relief valve and sight glass shall be replaced. The surge tank, if of non-stainless material, is to be painted to resist rusting. Inlet and outlet hoses and constant torque clamps shall be replaced. The cooling system is to be refilled with a permanent ethylene glycol anti-freeze authorized by the engine manufacturer with protection to -40 degree F. All coolant hoses shall be replaced with OEM silicone hoses and clamps. All coolant lines shall be routed and bracketed in the original OEM configuration. All radiator mounts and isolation shall be replaced. All bolts, washers, locknuts etc. removed during the repair process shall be replaced with hardware of the same grade.

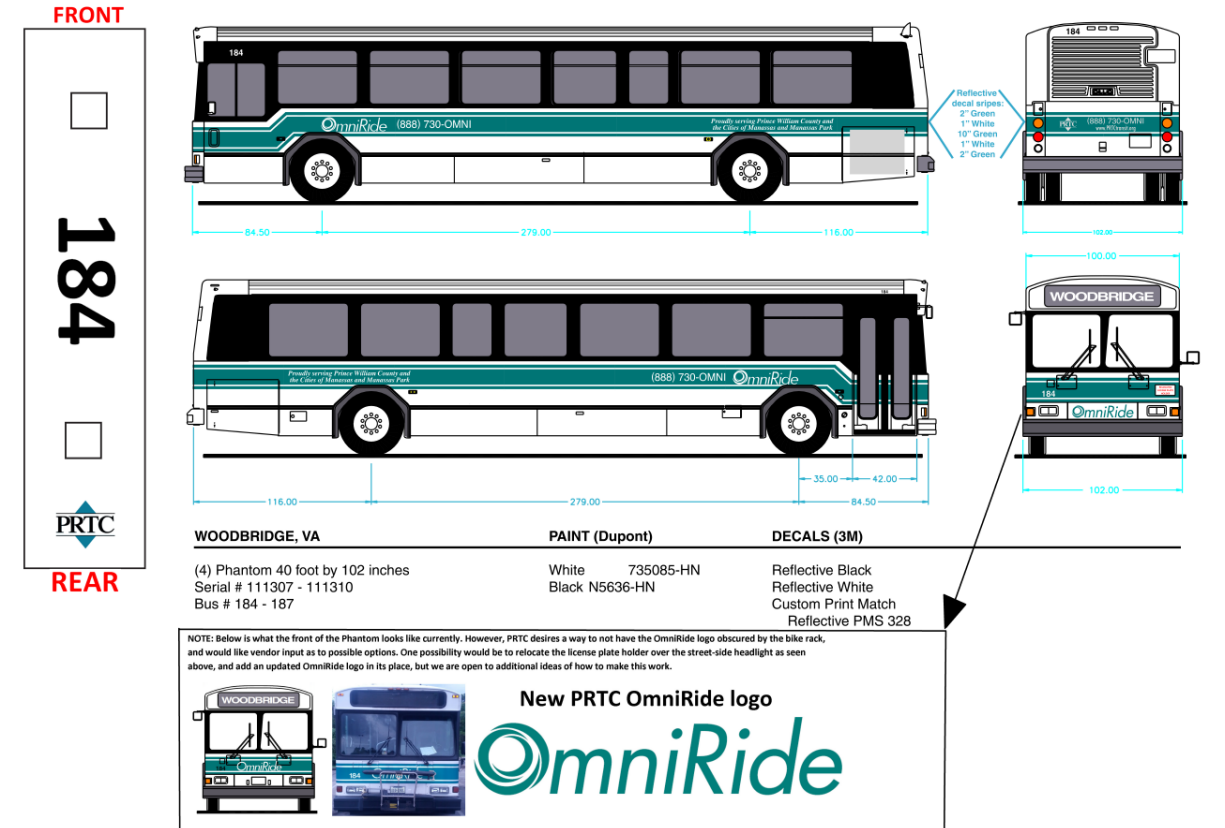
Cooling fan hydraulic motor, hydraulic pump, hoses, cooler, and fan blades shall be replaced. Belt tensioners and idlers are also to be replaced along with the fan speed modulation solenoid valve.

All fan belts shall be replaced. Fan belt guards (if so installed) shall be inspected, repaired and replaced if needed. All the coolant piping should be cleaned, inspected, painted or replaced if needed.

All charge air cooling (CAC) piping should be cleaned, inspected, painted or replaced if needed. All CAC boots shall be replaced including clamps.

### **VII.14 Exterior Paint**

Paint and paint products shall be as indicated on following painting scheme. The paint process is to include all exterior components normally painted and is to include the roof of the bus. As indicated at the bottom of the paint scheme, PRTC is seeking vendor input regarding relocating the front OmniRide logo so it won't be blocked by the bicycle rack.



Repainting shall be of OEM quality with proper sanding, masking and complete primer coating. Paint finish shall be a minimum of 3 mil thickness per coat and shall be free of visible defects, dust deposits and orange peel. 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 assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels.

Paint shall be applied smoothly and evenly with the finished surface free of visible dirt and the following other imperfections:

- blisters or bubbles appearing in the topcoat film
- chips, scratches, or gouges of the surface finish
- cracks in the paint film
- craters where paint failed to cover due to surface contamination
- overspray

- peeling
- runs or sags from excessive flow and failure to adhere uniformly to the surface
- chemical stains and water spots
- dry patch due to incorrect mixing of paint activators
- buffing swirls

All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

#### **VII.15 Wheelchair Lift**

The wheelchair lift motor, control module and pump shall be removed from the bus and rebuilt to the OEM configuration. If the wheelchair lift cannot be rebuilt as a result of accident impact damage it shall be replaced as a Vehicle Change Order. All components including frame, tracks, housings, etc. shall be cleaned and inspected for wear and damage and repaired or replaced if worn or damaged beyond manufacturer's specifications. All moving parts including but not limited to bushings, shafts, chains and pivot point shall be cleaned and replaced if worn beyond manufacturer's specifications. All electronics i.e. microswitches/proximity switches shall be replaced including sensitive edges and threshold pressure sensitive mats. All components shall be lubricated and re-assembled; all painted surfaces shall be re-painted to match original. The wheelchair lift hydraulic pump, gasket, drive linkage, reservoir filter elements, reservoir gaskets, and supply and return lines shall be replaced. The fluid filter is to be replaced. The reservoir is also to be inspected and either cleaned and repainted or replaced as needed. The sight glass and seal shall be replaced. The hydraulic fluid shall be replaced with fluid matching original OEM specifications. Non-skid surfaces shall be replaced.

The wheelchair lift access compartment (housing motor, controls, etc) shall be cleaned, reconditioned, sealed to prevent leaks, and undercoated. Belly pans shall be inspected and repaired or replaced as needed.

The wheelchair lift shall be tested to ADA requirements and OEM specifications. Documentation of this testing shall be provided with each bus.

#### **VII.16 Electronic Signs**

All electronic signs (head, side, rear and dash) shall be cleaned, inspected and resealed as needed to prevent future moisture problems. If any sign is not functioning per OEM specifications it shall be repaired or replaced, as needed, and handled as a Vehicle Change Order if parts and labor cost is \$100 or greater.

### **VII.17 Public Address System**

Public address system elements, including speakers, microphone, PA/Radio switch, foot pedal, stop annunciation system, etc., shall be inspected and tested. All components shall be replaced as needed to return system to OEM specified functionality.

### **VII.18 Stop Request Sign**

The stop request sign and all passenger request activation devices shall be inspected and repaired or replaced as needed. All passenger activation touch tapes and pull cords shall be repaired or replaced as needed.

### **VII.19 Wheelchair Positions**

Wheelchair tie downs shall be replaced or returned to OEM specifications, as needed.

### **VII.20 Fire Detection System**

The fire detection system shall be inspected and repaired or replaced as needed to restore to OEM specified functionality. Linear heat detection wires are to be replaced along with loom clamps and sleeves. The fire detection system is to be tested per GILLIG procedures to ensure the system is fully functional. Documentation of this testing is also required.

### **VII.20 Bicycle Rack**

The bicycle rack shall be removed, inspected and rebuilt as needed to restore to OEM specified functionality. If it cannot be restored to OEM functionality the replacement shall be handled as a Vehicle Change Order. All decals shall be replaced along with any faded yellow parts including but not limited to the locking assembly handle and bicycle wheel securement devices. Mounting brackets and assembly shall be rebuilt and repainted or replaced as needed. The pivot plate shall be rebuilt with new bushings and stops or replaced as needed.

### **VII.21 Lubrication**

After overhaul of each system on the bus, Successful Contractor shall ensure that complete chassis lubrication is performed according to OEM specifications. This includes all grease fittings, bearings, races, etc. Any component, including zerk fittings, not accepting grease shall be replaced.

### **VII.22 Water Test**

Upon completion of work described above and after installation of all equipment, the entire exterior surface of the bus shall be subjected to a water test before being allowed to be shipped to PRTC. The water test shall be conducted with all HVAC blower motors turned off. The roof, hatches, destination signs, windows, glazing, windshields, and doors of all vehicles shall be water tested for a minimum of 30 continuous minutes in order that leaks may be detected



and corrected. The water test should replicate a sustained driving rain. Water spray nozzles shall be located to provide an overlapping pattern to effectively test the full length of the roof, sides, and front and back of the vehicle at a flow rate of 2.5 gallons per minute per nozzle. If water leaks are found in the passenger or other dry compartments or if moisture is found between double panes of glass, repairs shall be affected and the bus retested until it passes.

## **SECTION VIII**

### **QUALITY ASSURANCE, INSPECTION, TESTING AND ACCEPTANCE, AND WARRANTY PROVISIONS**

#### **VIII.1 Quality Assurance**

##### **VIII.1.1 Structure**

- **In-Plant Control:** The Successful Contractor must have and maintain an effective in-plant quality assurance program. The program must be in writing and have defined objectives and procedures. The quality assurance function shall exercise quality control over all phases of overhaul from initiation of design through preparation for delivery. The function shall also control the quality of supplied articles.
- **Authority and Responsibility:** The quality assurance management shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured and remanufactured equipment. This group must be properly trained in the overhaul process specific to PRTC buses as well as the inspection and quality standard requirements. Quality assurance must report directly to senior management.

##### **VIII.1.2 Functions**

At a minimum, the quality assurance program shall:

- Verify inspection operation instructions to ascertain that the bus overhaul product meets all prescribed requirements.
- Maintain and use records/data that are essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspector(s). Inspection and test records for this procurement shall be available to PRTC for a minimum of three (3) year after inspections and tests are completed.
- Detect and promptly assure correction of any conditions that may result in defective equipment. These conditions may occur in designs, purchases, manufacture, repair, recondition, remanufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

##### **VIII.1.3 Standards and Facilities**

The following standards and facilities shall be basic to the quality assurance process.

- **Configuration Control:** The Successful Contractor shall maintain drawings and other documentation that completely describe a qualified system that meets all of

the requirements of this procurement. The quality assurance program shall verify that the system and its components are produced in accordance with these control drawings and documentation. Information pertinent to this section shall be available to PRTC upon request.

- **Measuring and Testing Facilities:** The Successful Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance program to verify that the components conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
- **Production Tooling as Media of Inspection:** When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted as necessary.
- **Equipment Use by Resident Inspector(s):** The Successful Contractor's gauges and other measuring and testing devices shall be made available for use by the Resident Inspector(s) to verify that the components conform to all specification requirements. If necessary the Successful Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

#### **VIII.1.4 Control of Purchases**

**Supplier Control:** The Successful Contractor shall require that each supplier maintain a quality control program for the services and supplies that it provides. The Successful Contractor's quality assurance program shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the bus overhaul process. Control shall be established to prevent inadvertent use of nonconforming materials.

**Purchasing Data:** The Successful Contractor shall ensure that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on the equipment.

#### **VIII.1.5 Overhaul Control**

The Successful Contractor shall ensure that all basic overhaul operations as well as all other processing and fabricating are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate equipment, and special working environments if necessary.

- **Completed Item:** A system for final inspection and test of completed components shall be provided by the quality assurance program. It shall measure the overall quality of each completed component.
- **Non-Conforming Materials:** The quality assurance program shall monitor the Successful Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation and disposition.
- **Statistical Techniques:** Statistical analysis, tests and other quality control procedures may be used when appropriate and generally accepted in the quality assurance process.
- **QA Inspection Status:** A system shall be maintained by the quality assurance program for identifying the inspection status of completed components. Identification may include cards, tags or other normal quality control devices.

### **VIII.1.6 Quality Assurance Inspection System**

The quality assurance program shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following:

- **In-Process Inspection:** Visual and road test inspections are to be conducted for documentation purposes and evaluation on the overhaul site. Continuous inspections shall be conducted in accordance with predetermined overhaul sequences. These inspections verify the condition of the existing structure and functional components, and the quality of the work being performed.
- **Repairs, rework, rebuild, or replacement** shall be conducted in accordance with Successful Contractor's Maintenance Manuals specifications and procedures, or in non-standard cases, by Successful Contractor's engineering directive or Service Bulletins.
- **Inspection Stations:** Inspection stations shall be at the best locations to provide for work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical and other components and assemblies for specification compliance. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include:
  - underbody structure completion,
  - body framing completion,
  - body prior to paint preparation,
  - water test before interior trim and insulation installation,

- engine installation completion,
  - underbody dress-up and completion,
  - bus prior to final paint touchup,
  - final paint quality
  - bus prior to road test, and
  - bus final road test completion
- Inspection Personnel: Sufficient trained inspectors shall be used by the Successful Contractor to insure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
  - Inspection Records: Rework or rejection identification shall be attached to inspected articles. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent inadvertent installation on PRTC buses. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.
  - Quality Assurance Audits: The quality assurance program shall establish and maintain a quality control audit program. Records of this program shall be subject to review by PRTC or its assigned designee.
  - Inspection Audits of Major Component Rebuilds: Rebuild of major components are to be provided by original OEM supplier or authorized designee. Test data, certificates and warranties are required, and become a part of the final vehicle overhaul record. The OEM suppliers' warranty, only, will apply to its rebuild work. PRTC or its designated representative shall have access to and review authority of all such documentation.

Inspection audits may be performed by PRTC or its assigned designee and Successful Contractor's management or designees routinely during the overhaul process of subcontracted work.

## **VIII.2 Third Party In-Plant Project Oversight**

### **VIII.2.1 In-Plant Representation**

PRTC representative(s) will represent PRTC at the Successful Contractor's plant. In-plant inspector(s), referred to as Resident Inspector(s), shall monitor, in the Successful Contractor's plant, the complete overhaul of buses under this procurement. Upon request to the Successful Contractor's quality assurance supervisor, PRTC representative(s) shall have access to the Successful Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

The Resident Inspector(s) shall meet with the Successful Contractor's quality assurance manager and review the inspection procedures and checklists. PRTC representative(s) may begin monitoring bus overhaul activities prior to the start of work on PRTC buses.

The Successful Contractor shall provide office space for the Resident Inspector(s) in close proximity to the bus overhaul area. This office space shall provide an acceptable working environment and be equipped with:

- Desk, chairs
- Connection to internet services (inspection staff to provide computer(s))
- Printer
- Fax machine
- Copier
- Scanner
- Phone with long distance capabilities

The presence of these Resident Inspector(s) in the plant shall not relieve the Successful Contractor of its responsibility to meet all of the requirements of this procurement.

## **VIII.2.2 In-Plant Inspection Project Management**

Resident Inspector(s) will report to an off-site Inspection Project Manager (IPM) on a daily basis. The IMP shall be employed by the same third-party firm as the Resident Inspector(s).

### **VIII.2.2.1 Communication Protocol**

Based on daily contact with Resident Inspector(s), the IPM shall immediately inform PRTC as needed to apprise the staff of potential production delays and when specification compliance or other issues arise that requires PRTC's intervention.

The Successful Contractor shall identify staff, preferably one contact person, to communicate directly with the IPM to clarify and help resolve issues. If needed, the IPM will initiate a call with PRTC, the Successful Contractor, PRTC's maintenance contractor, and/or the Resident Inspector(s) to resolve issues. Photographs and video will be taken by the Resident Inspector and forwarded to the IPM, PRTC, and PRTC's maintenance contractor as needed. Resident Inspector(s) shall not have the authority to approve change orders or production delays, nor accept on PRTC's behalf any defects, quality issues or specification of non-conformance items.

Regarding whether a particular part or component requires repair or replacement, it shall be up to the Successful Contractor to make that determination. The Resident Inspector(s) will endeavor to respond with a decision within one working day to approve or disagree with the Successful Contractor's determination assuming all

information needed to make a decision such as OEM specifications, drawings, photographs, etc. are provided to the Resident Inspector in a timely manner.

If the Resident Inspector concurs, action as determined by the Successful Contractor is approved. If the Resident Inspector disagrees with the Successful Contractor's determination, both sides shall work to resolve their differences. In cases where the Resident Inspector(s) and the Successful Contractor cannot agree on a mutually acceptable course of action, a qualified engineer (minimum B.S. degree in engineering plus at least 10 years experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from the third-party firm will make the final determination and all parties shall abide by that decision.

The third-party firm will assign the engineer to work on-site with the Resident Inspector and Successful Contractor during overhaul work performed on at least the first bus. Together with input provided by the engineer and PRTC's maintenance contractor, the Resident Inspector(s) and Successful Contractor will make most determinations for buses to be overhauled going forward. Thereafter, when questions arise the engineer and a representative from PRTC's maintenance contractor will be available for remote consultation and, if necessary, will travel to the plant.

#### **VIII.2.2.2 Files and Records**

The Resident Inspector(s) shall maintain all records, files, correspondence, memorandum and documentation related to the bus overhaul project. The Resident Inspector(s) shall also maintain individual bus files. These files shall include, at a minimum: Successful Contractor's final inspection sheets; list of items replaced, repaired or remanufactured; test result certificates; a signed authorization to ship; and weight slip.

Discrepancies noted by the Successful Contractor or Resident Inspector during the bus overhaul process shall be included in these files by the inspection personnel on a record that accompanies the vehicle, major component, subassembly or assembly from the start of the overhaul process through final inspection. The Resident Inspector(s) shall package original bus files and include them in a clearly marked container with each bus. The Resident Inspector(s) shall retain copies of all files and send them to the third-party inspection firm after the last bus has been accepted to be retained as copies for a minimum of three (3) years.

Resident Inspector(s) will at all times keep the Successful Contractor informed of deficiencies noted during inspections by providing a copy of the inspection results at least daily. Status of deficiencies will be summarized weekly by the Resident Inspector(s) to the IPM, who will, in turn, forward them to PRTC in the form of a weekly status report. As noted above, deficiencies affecting the production schedule or require PRTC's immediate intervention shall be communicated by the Resident Inspector or IPM immediately to PRTC.

### **VIII.2.2.3 Weekly Status Reports**

The Resident Inspector(s) shall submit a written weekly progress status report to the IPM, which in turn shall be edited by the IPM and sent to PRTC via email by every Monday morning until all buses have been released. The weekly status report shall include at a minimum, but not be limited to, the following items:

- Buses in process of overhaul
- Summary status of each bus being overhauled
- List of Open Issues that exist for each or all buses, defined as defects, quality issues or specification non-conformance items unacceptable in current form
- List of Closed Issues, defined as previously Open Issues that were resolved including a description of how the issues were resolved
- List of buses accepted and released for shipment including those with certain conditions
- A narrative summary of other project activities. This should include, but is not limited to, technical and programmatic accomplishments, plant shutdowns for holidays and other reasons, identification of general problem area(s) and deficiencies identified during the week affecting all buses, and the Successful Contractor's solutions, performance forecast, recommendations, and other salient information that would provide PRTC the necessary information with which to assess the project's progress.

## **VIII.3 Testing and Acceptance**

### **VIII.3.1 Testing**

The Successful Contractor shall conduct fully documented tests on each vehicle during and following the overhaul to determine its acceptance to overall quality and specification compliance. These acceptance tests shall include pre-delivery inspections and testing. The Resident Inspector shall monitor these procedures and tests during all phases of the overhaul process. The testing shall include at a minimum:

- Brake Test (Decelerometer)
- Water test as outlined in APTA's Standard Bus Procurement Guidelines (SBPG)
- Shift points documentation
- HVAC testing



- Road tested for a minimum of 75 miles over a variety of surfaces, under various conditions, and with sustained speeds of 65 mph, to simulate PRTC service operations

Buses shall not be accepted until the results of all of the above tests are thoroughly documented and meet the minimum OEM performance requirements and are satisfactory to the PRTC project manager or agent(s) of PRTC. The documents shall be in a clear format and shall be easy to draw appropriate conclusions. No buses will be shipped until this information has been submitted to PRTC.

Additional tests may be conducted at the discretion of Successful Contractor's management to ensure that the completed vehicles have attained the desired quality and have met requirements of the Successful Contractor's and PRTC's technical specifications. This additional testing shall be recorded on the appropriate pre-approved test forms, and, at PRTC's discretion, may be done under the observation of PRTC personnel or designee.

The results of the pre-delivered tests, and any other tests, shall be filed with the work and material records for each vehicle. Authorization forms for the release of each vehicle for delivery shall be provided by the Successful Contractor. An executed copy of the authorization shall accompany the delivery of each vehicle along with other files. The above inspection is in addition to any and all tests and inspections required by PRTC.

The Successful Contractor shall also conduct tests to verify compliance with all applicable current Federal, State, and Local requirements as indicated in Section VI.5 Motor Vehicle Safety and Pollution. The Successful Contractor shall certify in writing that each vehicle conforms to all applicable requirements. A statement to that effect shall be filed with the work and material records for each vehicle. No bus shall be accepted without these signed certifications.

### **VIII.3.2 Acceptance**

#### **VIII.3.2.1 Final Acceptance by Resident Inspector**

After the Successful Contractor has performed all testing and inspections, the Resident Inspector(s) shall conduct a final inspection when the bus is presented by the Successful Contractor.

Discrepancies noted by the Resident Inspector(s) during the bus overhaul process shall be resolved by the Successful Contractor and approved by the Resident Inspector(s).

When all noted defects, specification deviations and other issues have been corrected by the Successful Contractor, the Resident Inspector(s) will verify all of these items before accepting the bus and releasing it for shipment. At each stage of the final inspection process, the Resident Inspector(s) will send reports to the Successful

Contractor and IPM who will, in turn, summarize findings in Weekly Reports to PRTC as described above.

In cases where the Successful Contractor refuses to take actions to correct discrepancies or deficiencies or take necessary steps to bring conditions or articles in conformity with the requirements of the contract specifications, the Resident Inspector and IPM will work with the Successful Contractor to settle the dispute(s). If discrepancies cannot be resolved to the third-party inspection team's satisfaction, the IPM will inform PRTC, explain the dispute and act as technical advisor to PRTC if needed. The IPM will communicate PRTC's decision to the Successful Contractor. If discrepancies cannot be corrected to PRTC's satisfaction or PRTC does not authorize conditional release, the Resident Inspector(s) shall not accept the vehicle(s).

For those defects that will cause long delays or are the type best corrected by the Successful Contractor at PRTC's facilities (if available, near PRTC if not), PRTC's project manager will decide as to how they should be handled and whether or not to authorize releasing the bus with conditions. PRTC's Project Manager, or designee, will inform the Successful Contractor, with copies to PRTC's Manager, the IPM and the Resident Inspector(s), when each bus is authorized for release with conditions. If buses are accepted with certain conditions the Resident Inspector(s) will note this on the appropriate file; the IPM will also note the conditional release on the next weekly report.

#### **VIII.3.2.2 Final Acceptance at PRTC**

The final acceptance inspection conducted at PRTC will be performed by the PRTC Quality Assurance Manager who will provide copies of the report to PRTC's Maintenance Manager, PRTC's Project Manager and the IPM. The IPM will then provide the Contractor with a copy of defects uncovered during the final inspection and will also convey when each bus has been accepted – acceptance constitutes the beginning of the warranty period and the end date for each bus overhaul. The final inspection defect report/s will be provided to the Resident Inspector(s) and IPM. All items defined in these reports are to be corrected on all units prior to shipment of any remaining buses being overhauled. If needed, the IPM will hold teleconferences with the Successful Contractor and Resident Inspector(s) to determine the cause of defects and ways to reduce them.

#### **VIII.4 Warranty Requirements**

The Successful Contractor shall assume all warranty responsibility for workmanship, parts and equipment involved in the overhaul process whether performed by the Successful Contractor or purchased from an outside source. Under no conditions shall the Successful Contractor delegate warranty responsibility to suppliers and/or other outside sources, except for engine and transmission warranties that will be provided directly by the manufacturer.

Warranties in this document are in addition to any statutory remedies available to PRTC or warranties imposed on the Successful Contractor. Consistent with this requirement the Successful Contractor warrants and guarantees to PRTC each complete overhauled bus, and specific subsystems and components as follows:

#### **VIII.4.1 Warranty Period**

All work performed by the Successful Contractor or under the Successful Contractor's control on overhauled buses shall be warranted and guaranteed to be free from defects and related defects for one year beginning on the date the bus is accepted by PRTC. During this warranty period, the overhauled bus shall maintain its structural and functional integrity. In cases where the Successful Contractor determines that a part or component identified in this specification as requiring repair or replacement on an "as needed" basis does not require repair or replacement, that part or component shall still be covered by the warranty, except for glass. The warranty is based on regular operation of the overhauled bus under the operating conditions prevailing in PRTC's locale.

#### **VIII.4.2 Subsystems and Components**

If longer warranties are offered as standard for subsystems and components, these warranties are to be passed on to PRTC. The Successful Contractor needs to provide full warranty information including the contact, expiration date, other pertinent information, and arrange transfer of warranty administration to PRTC or its agent.

#### **VIII.4.3 Warranty Continuation and Extension**

During the warranty period, if any component, unit, or subsystem is repaired, rebuilt, or replaced, the component, unit or subsystem the subsystem shall retain the unexpired warranty period of the original component, unit or subsystem.

If, during the warranty period, repairs, rebuilding, or replacement, of a component, unit or subsystem are not completed due to lack of material or inability to provide the proper repair for thirty (30) or more calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

#### **VIII.4.4 Voiding of Warranty**

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the original OEM maintenance manuals or supplement manuals that the Successful Contractor supplies per Section VI.7 Manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if PRTC (or its agent) fails to conduct inspections and scheduled preventive maintenance procedures as recommended in the original OEM's maintenance manuals.

#### **VIII.4.5 Items Excepted From Warranty**

The warranty shall not apply to:

1. Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions or manuals.
2. Any part of a vehicle that has been subject to misuse, negligence, alteration(s), accident, participation in sporting event(s), over-speeding or overloading beyond the applicable weight rating so as to affect adversely its performance and reliability.
3. Any part of the vehicle not supplied as original equipment to PRTC with the vehicle (e.g., radios, fareboxes, cameras) except insofar as such equipment may be damaged by the Successful Contractor or damaged due to failure of a part or component for which the Successful Contractor is responsible.
4. Defect(s) as a result of improper conversion or installation of equipment and part(s) by other manufacturer(s) or supplier(s) after acceptance of the overhauled vehicle by PRTC.
5. Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning, brake & clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions (other than those replaced as part of the overhaul), such as hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, anti-freeze and all maintenance items used in the repairs or replacements of defective parts.
6. The normal wear and tear of parts such as tires, clutches, brake linings, brake rotors, wiper blades, and clutch material.
7. Glass breakage unless caused by body and structural modifications made by the Successful Contractor.
8. Parts that are modified, rebuilt, or replaced without properly following the procedures specified in Section VIII.4.6 Detection of Defects.
9. Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
10. Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (anti-freeze and anti corrosion additives) or the release of lubricants.

11. A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
12. Indirect costs and expenses such as unreasonable towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the effective part or vehicle to the repair facility, loss of time, inconvenience, loss of use of the vehicle, or lost profits or revenues.
13. Any vehicle that has had the odometer mileage changed or tampered with.
14. Damage from the environment, such as airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightening.
15. Normal deterioration of soft trim and appearance items due to wear and exposure.
16. Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum products not released for motor vehicles.
17. Any vehicle registered and normally operated outside the United States of America, Canada, or Guam.

#### **VIII.4.6 Detection of Defects**

Buses experiencing defects need to be repaired as quickly as possible in order to minimize down time. Certain defect repairs, such as those affecting the safety, reliability, and/or comfort of an in-service bus or those discovered during a routine preventive maintenance inspection, preclude PRTC (or its agent) from providing the Successful Contractor advance notice of such repairs. Therefore, PRTC (or its agent) will handle warranty repairs in a fashion similar to the process used for new bus warranties; in general, this means that defects will be repaired right away and PRTC (or its agent) will not provide advance notice to the Successful Contractor. PRTC will ENDEAVOR to provide advance notice for repairs that may or will require substantial labor or replacement of costly components. In any event, PRTC (or its agent) will, within two (2) working days of work order closeout, discuss, email or otherwise notify the Successful Contractor of the warranty event. Information will include enough detail to complete the warranty claim including cause, troubleshooting method, and correction, including providing the Successful Contractor with the following information:

1. Last five digits of the VIN number.
2. Overhaul acceptance date.
3. Current mileage.
4. Parts numbers for the required components, if known.

5. The nature of the problem.
6. Symptoms exhibited that led to the diagnosis of the problem.
7. Cause of the problem
8. Action that was or will be taken to correct the problem.

#### **VIII.4.7 Scope of Warranty Repairs**

Should the Successful Contractor believe a warranty claim (in whole or in part) is outside the scope of covered repairs and/or improperly performed, written notice (email or fax) to PRTC's designated representative will be provided within three (3) working days after notification of PRTC's (or its agent's) notification of warranty claim. In cases where PRTC (or its agent) and the Successful Contractor cannot reach agreement within an additional three (3) working days, a qualified engineer (minimum B.S. degree in engineering plus at least 10 years experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from PRTC's third-party inspection firm will make the final determination and all parties shall abide by that decision. The total cost for this action shall be paid by the Successful Contractor including but not limited to compensation for the engineer's time at the PRTC-TRC contract rate for that position.

#### **VIII.4.8 Repair Performance**

PRTC (or its agent) may require the Successful Contractor or its designated representative to perform warranty-covered repairs. At PRTC's sole discretion the work may be performed by PRTC (or its agent) , with reimbursement by the Successful Contractor.

##### **VIII.4.8.1 Repairs by Successful Contractor**

If PRTC (or its agent) requires the Successful Contractor to perform warranty-covered repairs, the Successful Contractor's representative must begin work necessary to effect repairs, within five (5) working days after receiving notification of a defect from PRTC(or its agent). PRTC (or its agent) shall make the overhauled bus available to enable the Successful Contractor to complete repairs.

The Successful Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At PRTC's (or its agent's) option, the Successful Contractor may be required to remove the overhauled bus from PRTC property while repairs are being affected. Regardless of where repairs

are performed work must be diligently pursued in a timely manner by the Successful Contractor or its representatives.

#### **VIII.4.8.2 Repairs by PRTC (or its agent)**

##### **VIII.4.8.2.1 PRTC-supplied Parts**

If PRTC (or its agent) performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using spare parts available from its own stock or, at PRTC's (or its agent's discretion) those supplied by the Successful Contractor specifically for this repair.

##### **VIII.4.8.2.2 Successful Contractor-supplied Parts**

PRTC (or its agent) may request that the Successful Contractor supply new parts for warranty-covered repairs being performed by PRTC (or its agent). These parts shall be received prepaid to PRTC from any source selected by the Successful Contractor within three (3) working days of receipt of the request for said parts. If requested by PRTC (or its agent) and authorized the Successful Contractor, the part(s) may be expedited with special delivery to a repair facility if the bus is in need of emergency warranty parts to make it drivable.

##### **VIII.4.8.2.3 Defective Components Return**

The Successful Contractor may request that parts covered by the warranty be returned. Materials shall be returned in accordance with Successful Contractor's instructions. If the Successful Contractor determines that a returned part was not defective the Successful Contractor shall provide justification for the rejection based on OEM specifications, and the returned part may be charged back to PRTC (or its agent), at the Successful Contractor's discretion. In cases where PRTC (or its agent) and the Successful Contractor disagree about whether or not a part was defective, a qualified engineer (minimum B.S. degree in engineering plus at least 10 years experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from PRTC's third-party inspection firm will make the final determination and all parties shall abide by that decision. The total cost for this action shall be paid by the Successful Contractor including but not limited to return shipping costs and compensation for the engineer's time at the PRTC-TRC contract rate for that position.

##### **VIII.4.8.2.4 Reimbursement for Labor**

PRTC (or its agent) shall be reimbursed by the Successful Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by EIGHTY SEVEN DOLLARS (\$87.00) per hour plus the cost of towing in the bus if such action was necessary and if the bus was in the normal service area.

#### **VIII.4.8.2.5 Reimbursement for Parts**

PRTC (or its agent) shall be reimbursed by the Successful Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and twenty-five percent (25%) handling costs.

#### **VIII.4.8.3 Repairs by Third Party Workshops**

In the event that PRTC (or its agent) elects to, or must have, repairs made by a third party repair facility, PRTC will endeavor to perform as follows:

1. Seek authorization from the Successful Contractor to utilize a Third Party Workshop to perform repairs.
2. Seek permission from the Successful Contractor for repairs under warranty prior to authorizing such repair.
3. Limit third party labor to no more than 150 percent of PRTC labor rate.
4. Provide a copy of the third party workshop invoice including workshop contact information, invoice number, and invoice date.
5. Supply the following details:
  - a. Last five digits of the VIN number.
  - b. Overhaul acceptance date.
  - c. Current mileage.
  - d. Failure date.
  - e. Description of: complaint, diagnosis, cause of the problem, corrective action taken.



- f. Part references and description of old parts removed and new parts installed.
- g. Parts available for further investigation.
- h. Labor hours.
- i. Digital photos or video, if relevant to claim support.

#### **VIII.4.9 Filing Warranty Claims**

Following acceptance, PRTC's agent, currently First Transit (First Transit Maintenance Manger, 14700 Potomac Mills Road, Woodbridge, VA 22192) will file all claims. Monthly, or at an alternative period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by PRTC to the Successful Contractor for reimbursement. The Successful Contractor shall provide forms for these reports. Response to submitted claims will be issued by the Successful Contractor within ten (10) business days and the Successful Contractor shall pay all claims via check within 30 calendar days.

#### **VIII.4.10 PRTC's Responsibilities**

PRTC (or its agent), shall be responsible for:

1. Performing maintenance on the vehicle as described in the applicable maintenance manual, engine maintenance manual, transmission maintenance manual.
2. Providing service items, such as fluids, filters, lubricants, bulbs, fuses, wiper blades, brake linings, brake chamber diaphragms, clutch linings, and normal wear and tear items. Items such as belts, seals, and hoses are excluded if replaced during the overhaul.
3. Performing service adjustments, such as wheel alignment, wheel balance, headlight adjustment, brake adjustments, entrance door alignment, baggage and compartment door alignment, and tightening of nuts, bolts and fittings as routine maintenance.
4. Providing for extra costs incurred, such as downtime, lost revenue or profits, lodging, meals, travel time, unreasonable towing, auto and coach rentals, or other economic losses.
5. Paying for small adjustments, repairs of less than one-half hour without parts, tires, broken glass, temporary repairs, repeat failures due to improper installation, careless or negligent workmanship, misdiagnosis time, and damage to other parts, or greater damage to the defective part, as a direct result of postponement of repairs,

continued driving, use of unapproved lubricants or fluids, improper repair and diagnosis.

6. Keeping preventative maintenance records and repair records which may be required to substantiate a warranty claim.
7. Filing third party workshop claims with the Successful Contractor no later than 30 days from the date on the third party invoice.
8. Returning failed parts to the Successful Contractor within 30 days from the date of the claim and being responsible for the cost of replacement parts that are not returned within 30 days.
9. Using good judgment in the handling of warranty matters.

## ATTACHMENT A REFERENCES

Describe previous work experience for at least five (5) engagements that are similar in service type, size, scope, and/or complexity in the past five (5) years. Information shall include, but is not limited to, the following.

Client company's name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Contract administrator during overhaul process \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Contract administrator during warranty administration \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Detailed scope of Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Beginning and ending dates \_\_\_\_\_

Contract value \$ \_\_\_\_\_

Number of vehicles \_\_\_\_\_

Make and model \_\_\_\_\_

Ages of vehicles \_\_\_\_\_

Other information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT B COST SHEET

*See Section V.1 Schedule of Prices, for important information needed to prepare cost proposals.*

**BASE COST PER BUS INCLUDING SECTION A ITEMIZED COSTS \$ \_\_\_\_\_**

## ITEMIZED COSTS

***Section A*** (cost of these items are already include in Base Cost above)

PER TRANSMISSION\* \$ \_\_\_\_\_

PER DIFFERENTIAL \$ \_\_\_\_\_

***Section B*** (to be authorized as Vehicle Change Orders on as-needed basis where repair/replacement costs can be readily established)

WHEELCHAIR LIFT REPLACEMENT COST\*\* - Section VII.15 \$ \_\_\_\_\_

FLOORBOARDING REPLACEMENT PER SQ. FT. - Section VII.1.C \$ \_\_\_\_\_

FLOORBOARDING REPAIR PER SQ. FT. - Section VII.1.C \$ \_\_\_\_\_

MAIN FLOORING SECTION REPLACEMENT- Section VII.1.B.3 \$ \_\_\_\_\_

LEFT SIDE RAISED REAR FLOORING SECTION REPLACEMENT  
- Section VII.1.B.3 \$ \_\_\_\_\_

RIGHT SIDE RAISED REAR FLOORING SECTION REPLACEMENT  
- Section VII.1.B.3 \$ \_\_\_\_\_

DRIVER'S AREA RAISED FLOORING SECTION REPLACEMENT  
- Section VII.1..B.3 \$ \_\_\_\_\_

BULKHEAD REPLACEMENT\*\* - Section VII.1.C \$ \_\_\_\_\_

DRIVER'S SEAT REPLACEMENT\*\* - Section VII.1.B.1 \$ \_\_\_\_\_

AIR CONDITIONING CONDENSER REPLACEMENT\*\* - Section VII.2 \$ \_\_\_\_\_

AIR CONDITIONING EVAPORATOR REPLACEMENT\*\* - Section VII.2 \$ \_\_\_\_\_

REAR AXLE HOUSING REPLACEMENT\*\* - Section VII.4.A \$ \_\_\_\_\_

BICYCLE RACK REPLACEMENT \*\* - Section VII.20 \$ \_\_\_\_\_

## ATTACHMENT B COST SHEET (continued)

**Section C** (*unspecified Vehicle Change Orders to be authorized on as-needed basis in cases where repair and/or replacement costs cannot be determined in advance*)

EXTERIOR, INTERIOR AND UNDERSTRUCTURE DAMAGE – Section VII.1

WINDOW REPLACEMENTS – Section VII.1.A.5

ELECTRONIC SIGN REPAIR/REPLACEMENT– Section VII.16

PREEXISTING ENGINE LEAKS - Section VII.6

MISSING PARTS – Section V.11

### TRANSPORTATION COSTS (in addition to Base Cost above)

Cost to drive bus:      One Way \$ \_\_\_\_\_                      Round Trip \$ \_\_\_\_\_

Cost to transport bus:      One Way \$ \_\_\_\_\_                      Round Trip \$ \_\_\_\_\_

### “ADD-ONS”\*\*\*

### Cost per Bus

BRUSHLESS HVAC MOTORS – Section VII.2                      \$ \_\_\_\_\_

AIR COOLED ALTERNATOR – Section VII.6.B                      \$ \_\_\_\_\_

### COST/RATE FOR COST SHEET SECTION C UNSPECIFIED VEHICLE CHANGE ORDERS

EXTRA PARTS OVERHEAD                      \_\_\_\_\_%

EXTRA LABOR RATE (per hour)                      \$ \_\_\_\_\_

### PAYMENT DISCOUNT TERMS                      \_\_\_\_\_

\* The Offeror shall attach at least three quotes from authorized dealers/distributors showing the total per-unit cost.

\*\* The parts and labor cost of the replacement shall be net of the cost to repair, which shall be included in the base cost proposal.

\*\*\* The cost of “add-ons” shall only include incremental costs, those costs above and beyond those already allotted for meeting the requirements of each section.

# ATTACHMENT C RFP SUBMISSION FORM

Name of RFP: Gillig Overhaul  
RFP Number: #13-09

## SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_ Telephone No. \_\_\_\_\_  
Remittance Address \_\_\_\_\_ FAX No. \_\_\_\_\_  
\_\_\_\_\_ Email \_\_\_\_\_

Indicate Which Apply:

Corporation.  Partnership  Sole Proprietorship  Small Business  
 Disadvantaged Business Enterprise (DBE) Certified by: \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_ Age of Firm: \_\_\_\_\_ years

Principal place of business at \_\_\_\_\_

Annual Gross Receipts:  Less than \$500,000  \$500,000 to \$1,000,000  \$1,000,000 to \$4,000,000  \$4,000,000 to \$7,000,000  more than \$7,000,000

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “State and Local Government Conflicts of Interest Act.”

The Offeror **is** [ ] **is not** [ ] aware of any information bearing on the existence of any potential organizational conflict of interest.

**ATTACHMENT C (continued)**  
**RFP SUBMISSION FORM**

**SECTION III - COLLUSION**

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign for the Bidder.

**SECTION IV – FAILURE TO COMPLETE CONTRACT**

Has the company ever failed to complete any contract? If yes, explain. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION V – DEFAULT, DEBARMENT, SUSPENSION**

Has the company ever defaulted on a contract, or been debarred or suspended on a contract? If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**OFFEROR MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION**

## ATTACHMENT D INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. Prospective Contractor's Insurance Agent shall mark a "check" ("Yes" or "No") as to availability of insurance. Note: If you have answered "No" to any of the requirements, provide written explanation on a separate sheet.

		COVERAGE REQUIRED	LIMITS (FIGURES DENOTE MINIMUM)	
Yes	No*	Required		
___	___	X	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employer's Liability All Sates Endorsement	1. Statutory Limits of the Commonwealth of Virginia: Or State in Which Operating
___	___			
___	___			
___	___			
___	___			
___	___			
___	___	X	2. Voluntary Compensation General Liability Products Complete Operations Contractual Liability Personal Injury Independent Contractors XCU Prop. Damage Excl.	2. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
___	___			
___	___			
___	___			
___	___			
___	___			
___	___			
___	___			
___	___			
___	___	X	4. Professional Errors and Omissions	
___	___			
___	___	X	5. Garage Liability	5. \$1,000,000, PRTC Added as Additional Insured.
___	___			
___	___	X	6. Garage keepers' Legal Liability	6. Coverage to be Direct and Primary Basis, \$500,000 per bus, Aggregate \$1,500,000 Agreed Value Endorsement Applies.
___	___			
___	___			
___	___			
___	___	X	7. Fire Legal Liability	
___	___			
___	___			
___	___	X	8. Other Insurance:	
___	___			
___	___	X	9. PRTC named as additional insured on General Liability (This coverage is primary to all other coverage's PRTC may possess)	9. Also PRTC named as additional Insured on Garage and Garagekeepers Policy.
___	___			
___	___	X	10. 30 day cancellation notice required	10
___	___			
___	___	X	11. Best's Guide Rating - A:VI or Better, or Equivalent	11
___	___			
___	___	X	12. The Certificate must state Bid/RFP # and Bid/RFP Title	12
___	___			
___	___	X	13. Umbrella Liability	13 \$1,000,000



**ATTACHMENT D (continued)  
INSURANCE CHECKLIST**

**OFFEROR AND INSURANCE AGENT STATEMENT**

We understand the insurance requirements of these specifications and will comply in full if awarded this Contract.

\_\_\_\_\_  
OFFEROR

\_\_\_\_\_  
INSURANCE AGENCY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE



**ATTACHMENT F**  
**POTOMAC AND RAPPAHANNOCK**  
**TRANSPORTATION COMMISSION**  
**Sample Services Contract**



**CONTRACT: RFP #13-09**

**SUBJECT: Gillig Overhaul**

Between:

Potomac and Rappahannock Transportation Commission  
14700 Potomac Mills Road  
Woodbridge, VA 22192

And the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Potomac and Rappahannock Transportation Commission, or its authorized agents, and the Contractor identified above for supplies and services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann., which is incorporated herein by reference.

**SECTION I**

**SPECIAL PROVISIONS**

**I.1 Definitions**

“Potomac and Rappahannock Transportation Commission” or “PRTC” shall mean the Potomac and Rappahannock Transportation Commission authorized by the Virginia Public Procurement Act or other law to enter into Contracts.

“Contract Administrator” assigned to administer this Contract for PRTC is Eric Marx, Director of Planning and Operations.

“Contractor” shall mean:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

whose authorized representative is \_\_\_\_\_,  
\_\_\_\_\_, who is responsible for the performance obligation of the Contractor under this Contract.

**I.2 Contract Term**

The term for this Contract shall begin with the execution of this Contract and end with expiration of the last accepted overhauled bus’s warranty period. The actual work is expected to be accomplished as stated in Section VI.1 Pick Up and Delivery Schedule of RFP #13-09, Gillig Overhaul.

**I.3a Incorporation of Documents**

The following documents are hereby incorporated by reference into this Contract:

1. PRTC’s Solicitation number 13-09 entitled “Gillig Overhaul,” and dated \_\_\_\_\_.
2. Contractor’s Bid Response dated \_\_\_\_\_.

**I.3b Precedence of Terms**

In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or the state procurement law, the inconsistency shall be resolved by the following order of precedence:

- a. Virginia’s Public Procurement Act, as amended.

- b. Executed Contract \_\_\_\_\_,
- d. Request for Proposal, RFP #13-09 entitled “Gillig Overhaul” and dated \_\_\_\_\_.
- e. Contractor’s Response dated \_\_\_\_\_.

**I.4 Provision of Services**

The Contractor hereby agrees to provide bus overhaul services to PRTC as described herein and further outlined in RFP #13-09, Gillig Overhaul

**I.5 Contract Amount**

In return for the services identified above, and subject to the “Non-Appropriation of Funds” clause herein, PRTC certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor for \_\_\_\_\_ services at a rate of \_\_\_\_\_ . This rate includes all expenses including travel time and per diem expenses.

**I.6 Method of Payment**

Payment shall be made as described in Section IV.12 of the RFP, Acceptance, Invoicing, Billing Format, and Payment.

**I.7 Time of the Essence and Completion**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

**I.8 Key Personnel**

The Contractor shall assign to this Contract the following key personnel:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

During the period of performance, the Contractor shall make no substitutions of key personnel unless approved in writing by the Contract Administrator.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete résumés for the proposed substitutes, and any additional

information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

## **I.9 Insurance**

The Contractor shall maintain insurance in an amount and form as set forth in RFP #13-09. Gillig Overhaul.

## **1.10 Hold Harmless**

The Contractor agrees to indemnify and hold harmless PRTC, its officers, agents and all employees and volunteers, from any and all claims for any and all injuries, damages and losses however or by whomever sustained, including for property damage, bodily injuries and personal injuries to the public or PRTC employees, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract. This section shall not apply to the Contractor for the operation, use, custody or control of the vehicles by PRTC or any of its employees, agents or contractors, except where the claim for personal or bodily injury or property damage is attributable to an act or omission on the part of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

## **I.11 PRTC Contract Management**

Contract Administrator - Matters relating to prices, terms and conditions, period of performance, quantities to be supplied, delivery schedule and financial adjustments shall be handled through the Contract Administrator. The Contract Administrator for this Contract will be Eric Marx, PRTC's Director of Planning and Operations.

Project Manager - The Contract Administrator has designated Eric Marx, PRTC's Director of Planning and Operations, as Project Manager (PM) to assist in monitoring the work under the Contract. The PM is responsible for the technical administration of the Contract and technical liaison with the Contractor. The PM is responsible for the day-to-day clarifications and guidance of Contractor's personnel as may be required under the Contract.

Contracting Officer - PRTC's Executive Director is the only individual who can legally commit or obligate the PRTC for the expenditure of federal/public funds. The technical administration of the Contract shall not be construed to authorize the revision of the terms and conditions of the Contract. Any such revision shall be authorized in writing only by the Contracting Officer.

## SECTION II

### GENERAL PROVISIONS

#### II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of PRTC.

#### II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Executive Director of the Potomac and Rappahannock Transportation Commission shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Contract Change Order" (as distinct from a "Vehicle Change Order" which pertains to specific changes to a particular vehicle, as described in RFP # 13-09 Section V.1.2 Vehicle Change Orders). Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any Contract Change Order unless it has received a certification from PRTC that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within thirty (30) days of receipt of a Contract Change Order, unless such time period is extended in writing, or unless the PRTC Executive Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless PRTC is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

#### II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the

Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

#### **II.4 Drug-free Workplace to be Maintained by Contractor for Contracts Over \$10,000**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

#### **II.5 Claims/Disputes**

Contractual Disputes and Claims: In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann. is not applicable to this Contract. Under no circumstances is this Section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence or the event giving rise to the claim or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no



event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within thirty (30) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of PRTC within thirty (30) days of the decision of the Contract Administrator. The Executive Director of PRTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within thirty (30) days of the receipt of the claim from the Contractor. The decision of the Executive Director of PRTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Contractor against the Commission arising out of the Contract.

## **II.6 Termination for Convenience of the Potomac and Rappahannock Transportation Commission**

The parties agree that PRTC may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the PRTC Executive Director shall determine that such termination is in the best interests of PRTC.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the PRTC Executive Director or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;

4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the PRTC Executive Director; and
5. use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the PRTC Executive Director.

PRTC shall pay reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, PRTC shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - a. cost of work performed or supplies delivered;
  - b. the cost of settling and paying any reasonable claims as provided in subparagraph (4) above;
  - c. a sum as profit on (a) determined by the PRTC Executive Director to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided. In the event that the Contractor is not satisfied with any payments, which the Executive Director shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from PRTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **II.7 Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **II.8 Examination of Records**

The Contractor agrees that PRTC, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that PRTC or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

## **II.9 Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then PRTC may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, PRTC shall be liable only for payments due through the date of termination.

## **II.10 Payments to Subcontractors**

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by PRTC for work performed by a subcontractor under the Contract.
  - a. Pay a subcontractor for the proportionate share of the total payment received from PRTC attributable to the work performed by that subcontractor under the Contract; or
  - b. Notify PRTC and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from PRTC for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by PRTC. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2 and 3 of this section with respect to each lower-tier subcontractor.

#### **II.11 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, Va. Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

#### **II.12 Governing Law and Choice of Forum**

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

#### **II.13 Integration**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.

## II. 14 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the Party that amounts to Force Majeure, such party shall give to the other party prompt written notice thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

- (a) An act of war, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.
- (b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.
- (c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.



POTOMAC AND RAPPAHANNOCK  
TRANSPORTATION COMMISSION

CONTRACTOR:

\_\_\_\_\_  
Executive Director/ Contracting Officer

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Executive Assistant

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_ Date:\_\_\_\_\_