



Potomac and Rappahannock
Transportation Commission

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (PRTC)

AMENDMENT TO SOLICITATION

REQUEST FOR PROPOSALS (RFP #16-03)

ADDENDUM No. 4

Issued: August 15, 2016

RFP No. #16-03

Title: PRTC Bus Overhauls Phase II

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DESCRIPTION OF AMENDMENT

The above numbered solicitation is amended as follows:

1. **SECTION VII.a. – GILLIG TECHNICAL SCOPE OF WORK** – The one Gillig bus has been removed from this overhaul program. The Scope of Work for the Gillig bus is being deleted in its entirety.

DELETE: **Section VII.a – Gillig Technical Scope of Work**

2. **SECTION I – INTRODUCTION** – References to Gillig bus have been removed.

DELETE: **Section I – Introduction** pages 3 through 7

REPLACE WITH: **Section I – Introduction (Revised)** attached herewith pages 3R through 7R.

3. **SECTION III – PROPOSAL REQUIREMENTS** - Removed references to Gillig bus and added reference to the Cost Sheet for the Demo Buses.

DELETE: **Section III – Proposal Requirements** pages 21 and 22

REPLACE WITH: pages 21R and 22R attached herewith

4. **SECTION IV – SELECTION OF CONTRACTOR** – Removed reference to Gillig bus and added reference to MCI Demo Buses.

DELETE: **Section IV – Selection of Contractor** page 24

REPLACE WITH: page 24R attached herewith

5. **SECTION V – SCHEDULE OF PRICES AND CONTRACT DEDUCTIONS** – Removed references to Gillig bus and added references to MCI Demo Buses.

DELETE: **Section V – Schedule of Prices and Contract Deductions** pages 28 and 29

REPLACE WITH: pages 28R and 29R attached herewith

6. **SECTION VI – GENERAL SPECIFICATIONS FOR OVERHAUL** – Removed references to Gillig bus or Gillig Pilot bus, extended the time for picking up the MCI pilot bus to four (4) weeks, time requirement for completing the MCI pilot bus was changed from date of acceptance to date of delivery and added the Demo buses will be scheduled last or at a time agreed to by PRTC and the Contractor.

DELETE: **Section VI – General Specifications for Overhaul** pages 31, 37, and 38

REPLACE WITH: pages 31R, 37R, and 28R attached herewith

7. **SECTION VII – QUALITY ASSURANCE, INSPECTION, TESTING AND ACCEPTANCE, AND WARRANTY PROVISIONS** – Removed references to Gillig bus, reworded 2nd bullet under VIII.1.6, reworded 4th point under 3rd bullet of VIII.1.6, corrected 2nd point under VIII.3.1., and added clarifying sentences under VIII.4.8.2.5.

DELETE: **Section VII – Quality Assurance, Inspection, Testing and Acceptance, and Warranty Provisions** pages 78-85, and 91

REPLACE WITH: pages 78R-85R and 91R attached herewith

8. **ATTACHMENT F – CUSTOM DECAL DETAILS - GILLIG** – Gillig bus is no longer part of this overhaul program. Removing attachment in its entirety.

DELETE: **Attachment F – Custom Decal Details – Gillig**

9. **ATTACHMENT G – LISTING OF BUSES TO BE OVERHAULED** – Deleted Gillig bus from listing of buses to be overhauled.

DELETE: **Attachment G – Listing of Buses to be Overhauled**

REPLACE WITH: Attachment G (Revised) – Listing of Buses to be Overhauled attached herewith

10. **ATTACHMENT K – GILLIG PAINT SCHEME** – Gillig bus is no longer part of this overhaul program. Removing attachment in its entirety, both pages.

DELETE: **Attachment K – Gillig Paint Scheme**

11. Except as specifically amended herein, all other terms and conditions of this solicitation remain unchanged and in full force and effect.

Offerors must acknowledge receipt of this amendment by returning signed original with the Proposal package prior to the hour and date specified in the solicitation.

Company _____

Address _____

City _____ State _____ Zip Code _____

Name of Person Authorized to Sign _____
Print

Signature _____ Date _____

SECTION I (REVISED)

INTRODUCTION

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 twenty-three (23) D-series 45 foot MCI buses.

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. Potential Offerors shall read and become thoroughly familiar with all sections of this RFP so they are adequately informed of all provisions prior to beginning work on the vehicles. Offerors shall anticipate parts needs in advance, have necessary supplies and parts on hand, and verify correctness of all needed parts and supplies before beginning work on the vehicles.

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.2 Background Information

PRTC is a suburban public transportation agency located 25 miles south of Washington, DC. The bus fleet currently consists of 167 vehicles. Among its fleet are twenty-three buses which PRTC purchased new and intends to have overhauled as a product of this procurement, specifically twenty-three (23) D-series 45 foot MCI bus. The MCI vehicles are used for commuter express service in suburban and urban areas with lengthy highway

travel in between. MCI vehicles are in service on average about 10 hours per day of which close to half is spent deadheading (i.e., not carrying passengers); they also accumulate approximately 50,000 miles per year. More detailed information on each bus including MCI differences with regard to engines, seating, lifts and other features can be found in **Attachment G**.

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 purchased new, 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 bus-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 about 3.5 defects per bus fleet-wide since February 2004 (PRTC currently has fleet of 167 buses including 94 45-foot MCIs and 73 transit buses [13 2000 Orion Vs, 5 2005-6 40-foot Gillig Phantoms, 21 2010-2016 40-foot Gillig low-floors, and 34 2004-16 Gillig 30-foot low-floors]. **Prospective Contractors are strongly urged to inspect the PRTC fleet and attend the Pre-proposal Conference described in I.7 before submitting bids to get a first-hand account of the overall fleet condition and configurations.**

I.2.a Base Contract and Options

At this time funding in-hand will cover roughly 20 of the 23 units, based on PRTC management's estimated unit cost for the overhauls; additional funding for the overhaul program is expected in the next fiscal year (beginning July 2017).

Given the funding scenario, this procurement is structured as follows:

- The initial award, known as the base contract, will include as many buses as the currently available funding will allow.
- Remaining bus overhauls will be awarded in the form of "options" that PRTC may, at its sole discretion, award when and if additional funding becomes available.

Cost proposals will be submitted on a per unit basis, as noted in Section V.1.1, unit rates will be adjusted by on a Producer Price Index (PPI) rate, should PRTC elect to exercise the “option” to overhaul the additional units.

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 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.

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: PRTC Bus Overhaul Phase II” on the subject line of any communications. All questions and requests for clarifications sought by Prospective Contractors raised during the meeting will be presented to PRTC in writing following the meeting and then answered in writing by PRTC and provided to attendees significantly in advance of the proposal due date. Only those questions and clarifications presented to PRTC in writing will be considered relevant to this RFP.

Offerors will have the opportunity to inspect buses to be overhauled at PRTC’s facility prior to submission of proposals. A detailed inspection may be performed of vehicles in the bus yard for a full day (9:00 AM – 3:00 PM) on the Sunday preceding the pre-proposal conference when little if any maintenance work is performed. Space will be made available inside the maintenance shop via mechanics’ pit and hydraulic lift. Offerors will also have an opportunity to perform a cursory inspection of buses outside in the yard immediately following the Pre-Proposal Conference. **PRTC strongly encourages Offerors to fully avail themselves of these vehicle inspection opportunities and to attend the Pre-Proposal Conference.** Prospective Contractors interested in inspecting buses are asked to contact the Project Manager, listed on the cover sheet, via email or fax at least one week in advance; to indicate expected time of arrival at PRTC; and to write “Attention: PRTC Bus Overhaul Phase II” on the subject line.

1.8 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 PRTC Bus Overhauls Phase II” 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.

July 8, 2016	RFP Issued
July 17, 2016	Vehicle Inspection 9:00 PM – 3:00 PM
July 18, 2016	Pre-proposal Conference 9:00 AM & Cursory Vehicle Inspection Afterwards
August 2, 2016	Final questions due 12:00 Noon

August 12, 2016	PRTC response to questions
August 30, 2016	Proposals due 12:00 Noon
August 31 – September 30, 2016	Review and evaluate proposals, possible site visit, negotiate
October 6, 2016 Recommendation	Board Meeting Contract Award

- EPA refrigerant handling
 - Welding
 - ASE (identify certifications for all areas and whether they are automotive, truck or bus)
 - Paint and 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: Similar 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 \$1,000,000 performed over the past five (5) years or currently being performed 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 (Packaged and Sealed Separately)

Offerors shall complete the two-part **Attachment B Cost Sheets**, One **Cost Sheet (Attachment B.2)** for the MCI overhauls and one **Cost Sheet (Attachment B.3)** for the MCI Demo Buses overhauls. Cost Proposals must be packaged and sealed separately from the Technical Proposals and must be clearly marked "Cost Proposal."

This element of the proposal shall contain the Base Cost per Bus including Section A Itemized Costs (i.e., cost of engine and transmission, related installation cost, etc.) for the MCI and MCI Demo buses. Offerors shall additionally provide Section B Itemized Costs for Change Orders and "Add-ons."

When evaluating price proposals, PRTC will consider the Base Cost per Bus plus all other costs. Costs for both bus types (MCI & MCI Demo buses) will be considered together and weighed accordingly.

Offerors will note for Section B Itemized Cost, Change Orders, parts and labor costs to replace any of these items shall be net of the cost to repair, the cost of which is already included in the Base Cost proposal.

Offerors will also note the same 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 Schedule of Prices and Contract Deductions for additional important information needed to develop cost proposals.

Part 6: Other Required Forms

In addition to **Attachment A References** and **Attachments B.2 and B.3, Cost Sheets**, 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**
- **Attachment H Certification of Primary Participants Regarding Debarment**
- **Attachment I Disadvantaged Business Enterprise**
- **Attachment J Certification of Restrictions on Lobbying**

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 this 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

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 point	Cost Proposal (both bus types considered collectively and weighed appropriately based on quantity – 4 MCI Demo, 19 MCI)

SECTION V

SCHEDULE OF PRICES AND CONTRACT DEDUCTIONS

V.1 Schedule of Prices

As called for in Section III.5, Part 5 Cost Proposal, **Attachments B.2 and B.3 Cost Proposals (one for MCI buses and one for MCI DEMO bues)** must be completed for the overhaul of the MCI buses. The following information is critical in preparing cost proposal.

V.1.1 Cost Adjustments for Contract Options Exercised

Should PRTC elect to exercise “options” to overhaul additional units, the contract rates shall be adjusted based on the final published U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for “Industry: Heavy Duty Truck Manufacturing, Product: Buses, Including Military and Firefighting Vehicles (Chassis of Own Manufacture) (Series ID: PCU3361203361203). For each “option” the adjustment shall be computed based on the PPI for the month closest to the original contract award date compared to the most recent month when PRTC notifies the Contractor that it intends to exercise each “option” (e.g. September 2016 compared to July 2017).

The successful Offeror shall re-solicit engine and transmission quotes when and if PRTC elects to exercise “options.”

Regarding transporting buses, the Contractor may choose the PPI adjusted cost to transport “option” buses (assuming PRTC elects to have buses transported vs. driven) or to submit three bids for comparable bus transporting. If the Contractor chooses to submit bids, the lowest cost bid shall be selected and PRTC shall reimburse the Contractor at that rate for transporting the “option” buses. Otherwise, the transport cost will increase by the PPI rate, as will the cost to drive buses, should PRTC select that mode.

V.1.2 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.1.3 Vehicle Change Orders

“Vehicle Change Orders” will consist of items identified in the Cost Proposals 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). In cases where the Change Order involves the Contractor having to ship a part or component to an outside vendor or any other location, the cost of the shipping shall be borne by the Contractor and not included in the Change Order. 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 L Sample Contract** Section II.2 Modifications or Changes to the Contract).

V.1.4 “Add-ons”

In addition to required elements of the bus overhaul specified in Section VII Technical Scope of Work, PRTC is requesting “add-ons” to the scope for both the MCI buses and MCI Demo buses, 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.

SECTION VI

GENERAL SPECIFICATIONS FOR OVERHAUL

VI.1 Pick Up and Delivery Schedule

Schedule is based on allocated funding over two fiscal years where each fiscal year extends from July 1 to June 30:

- FY17: one (1) MCI pilot followed by 18 MCIs for a total of 19 buses
- FY18: total of three (3) MCIs,

Although funding is allocated in specific fiscal years for a certain number of buses, PRTC understands that the actual completion of buses could extend into the next fiscal year. In any case, the first bus, will serve as a pilot and shall be picked up within four weeks of PRTC providing a notice to proceed, and shall be delivered at PRTC within 14 weeks from date of pickup. Once the pilot bus has been delivered, additional MCI vehicles will be made available as part of FY 17 funding for the Successful Contractor to pick up. Buses shall be returned as soon as each is completed and will be delivered **and accepted** within 12 weeks. Only legitimate delays due to official holidays and PRTC-approved change orders will suspend imposition of contract deductions. It shall be the responsibility of the Successful Contractor to determine how best to schedule buses to meet this schedule. PRTC anticipates that after completing the pilot bus, the Successful Contractor will need to work on multiple buses simultaneously (a maximum of four at any given time). An example schedule of the 19 buses allocated for FY17 funding is provided below.

Example FY 17 Funding Schedule

1 Pilot	Pilot Review	4 MCI	4 MCI	4 MCI	4 MCI	2 MCI	19 Buses
14 weeks	2 weeks	12 Weeks	12 Weeks	12 Weeks	12 Weeks	12 Weeks	68 Weeks

The schedule for the FY 18 (3 MCIs) will be mutually decided upon by PRTC and the Successful Contractor with the understanding that each bus when started will be completed within 12 weeks.

PRTC will prioritize buses in need of rehab, allocating them to the Successful Contractor by need (i.e., immediate need of engine replacement) rather than by sequential bus number. PRTC will schedule the four MCI demonstration buses as the final four buses unless PRTC and the Contractor mutually agree otherwise.

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.

the disassembly process the engine, underbody, and body of the bus shall be thoroughly power washed/ steam cleaned to enable the Successful Contractor to inspect for damage or excessive wear and determine what repairs are needed and what parts need to be replaced or reconditioned. The Successful Contractor shall also have enough engine stands available for each engine type and to handle the number of buses being worked on simultaneously without causing delays or inconveniences. The plant shall be equipped with adequate lighting during all work and inspection activities.

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. OEM approved replacement parts and components are defined as the exact OEM item as originally delivered on vehicles to PRTC referenced in the MCI build sheets. In cases where that part or component is no longer available from the original build sheet, the replacement approved by MCI as applicable shall be used instead. If MCI uses an alternative part/component on similar buses but is not on the PRTC build sheet, proposers are requested to bid the original part/component or its recommended replacement and include the alternative on **Attachment E**. Include

on **Attachment E** reasons why the alternative is being proposed and if there is a cost savings, state what the savings would be. Aftermarket replacement parts are not allowed.

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 during the Pre-Proposal Conference first become familiar with the MCI 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 as defined in Section VI.10-C above (or a new OEM alternative identified in **Attachment E** and approved by PRTC) 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"

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 OEM 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 final inspection,
- 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 IPM shall be employed by the same third-party firm as the Resident Inspector(s).

VIII.2.2.1 Communication Protocol

The Successful Contractor shall meet with the Resident Inspector(s) each morning to review rehab work to be performed that day. 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. That person shall immediately notify the Residential Inspector as soon as any potential issues arise. 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 pilot 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 Sections VII.a.23 and VII.b.22
- 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. The final inspection and all other inspections by the Resident Inspector shall take place under conditions of adequate lighting.

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 Contactor 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 (defined as all parts and labor involved in the rehab process) 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

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. PRTC will hold all parts that must be replaced to correct the defect for two weeks after submitting warranty claims. Contractors are free to inspect those parts at PRTC's facilities or request the parts be shipped back to the Contractor at the Contractor's expense.

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.

ATTACHMENT G (REVISED)
Listing of Buses to be Overhauled

Unit #	Vin #	Manufacturer	Date Placed in Service	Mileage	Type of Engine	Type of Passenger Seats	New Engine Needed?	Ramp/Lifts & Other Comments
361	1M8PDMHA08P058637	MCI D4500	5/23/2008	323,378	Detroit Diesel S60	American	Yes	
362	1M8PDMHA48P058639	MCI D4500	5/23/2008	316,228	Detroit Diesel S60	American	Yes	
363	1M8PDMHA28P058641	MCI D4500	5/23/2008	301,330	Detroit Diesel S60	American	Yes	
364	1M8PDMHA68P058643	MCI D4500	5/23/2008	326,956	Detroit Diesel S60	American	No	
365	1M8PDMHAX8P058645	MCI D4500	5/23/2008	294,599	Detroit Diesel S60	American	Yes	
366	1M8PDMHA38P058647	MCI D4500	5/23/2008	306,554	Detroit Diesel S60	American	Yes	
367	1M8PDMHA78P058649	MCI D4500	5/23/2008	303,249	Detroit Diesel S60	American	Yes	
368	1M8PDMHA58P058651	MCI D4500	5/23/2008	323,537	Detroit Diesel S60	American	Yes	
369	1M8PDMHA98P058653	MCI D4500	5/23/2008	315,348	Detroit Diesel S60	American	Yes	
370	1M8PDMHA28P058655	MCI D4500	5/23/2008	311,046	Detroit Diesel S60	American	Yes	
371	1M8PDMHA68P058657	MCI D4500	5/23/2008	335,173	Detroit Diesel S60	American	Yes	
372	1M8PDMHAX9P058839	MCI D4500	12/10/2008	269,056	Detroit Diesel S60	American	Yes	
373	1M8PDMHA69P058840	MCI D4500	12/10/2008	291,840	Detroit Diesel S60	American	Yes	
374	1M8PDMEA77P057830	MCI D4500	1/6/2009	263,537	Cummins ISM	4One	Yes	Braun lift

375	1M8PDMEA29P058774	MCI D4500	12/16/2008	298,036	Cummins ISM	4One	Yes	Braun lift – (*See note below)
376	1M8PDMEA69P058874	MCI D4500	1/6/2009	269,686	Cummins ISM	4One	Yes	Braun lift
377	1M8PDMEA89P058892	MCI D4500	2/26/2009	312,895	Cummins ISM	4One	Yes	Braun lift
378	1M8PDMHA69PO58949	MCI D4500	3/13/2009	240,722	Detroit Diesel S60	American	Yes	
379	1M8PDMHA29PO58950	MCI D4500	3/13/2009	238,092	Detroit Diesel S60	American	Yes	
380	1M8PDMHA79PO59124	MCI D4500	7/31/2009	236,589	Detroit Diesel S60	American	Yes	
381	1M8PDMHA99PO59125	MCI D4500	7/31/2009	221,792	Detroit Diesel S60	American	Yes	
382	1M8PDMHA09PO59126	MCI D4500	7/31/2009	254,531	Detroit Diesel S60	American	Yes	
383	1M8PDMHA29PO59127	MCI D4500	7/31/2009	253,318	Detroit Diesel S60	American	Yes	

Bus 375 was purchased from MCI as a demo bus and as a result has different features and equipment that will need to be changed to conform to the other buses as part of the rehab. Differences include the paint scheme, front bumper that will need to be changed to help-style rubber bumper, and fiberglass fenders changed to rubber. Potential Offerors are encouraged to inspect this bus as part of the Pre-Proposal Conference (see Section 1.7) to become thoroughly familiar with its unique features and equipment