

**QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL (RFP # 09-09) as of ~~1/29/2010~~
2/4/2010**

Question # Received	From	Question	Section #	PRTC Response	Final Response?	RFP Change?	Addendum Item?
<u>Questions Received before Pre-Proposal Conference</u>							
1	1/8/2010 Tom Glover – MTB	Over looking the scope I would come to the conclusion that you would target rebuilding the 2002 vintage units first. Would it be possible to acquire some serial numbers of the units so we can get going on pricing and confirm modifications and upgrades for the units involved?	N/A	Yes. VIN numbers were provided in the Fleet Details spreadsheet and distributed as part of Addendum # 1.	Yes	No	v
2		Are we allowed to drive these units to our facility as well as drive them back to your facility or is Towing/Floating the only option?	Section VI.2	PRTC requested estimated costs from Offerors who received the RFP and estimates received varied significantly. The RFP will be modified to request costs using both methods; 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.	Yes	Yes	
3	1/13/2010 Macy Neshati – Complete Coach Works	Do you have a dock or ramp or other means of loading them a single-drop flat bed?	N/A	No.	Yes	No	
4	1/14/2010 Barry Hornecker – Bus & Truck of Chicago, Inc.	Could PRTC provide a list of engine and transmission serial numbers for these MCI buses?	Section VII.6 and VII.7	Yes. A revised Fleet Details spreadsheet was distributed to all Offerors (revised Addendum #1) and included serial numbers for all but the 10 2006 buses, which we are in the process of obtaining. As a correction to Addendum #1, bus 338 has only had a transmission repaired under warranty, not a full replacement, and not an engine replacement as indicated on the revised version.	Yes	No	v

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5	1/14/2010	Ron Miller – Motor Coach Industries	Do you have any idea of how long the Pre-proposal Conference might last?	Section I.6	The pre-proposal meeting on Monday, January 25th will start at 9:00 AM and last approximately 2-5 hours depending on the number of questions posed as well as time spent reviewing vehicles after the meeting itself.	Yes	No	
6	1/15/2010	Bahareh Seifikabir – Complete Coach Works	Are the attachments considered as part of Addendum#1?	N/A	Yes. Addendum #1 included 2 attachments: 1). The most recent fleet audit report, and 2). The Fleet Details spreadsheet.	Yes	No	v
7	1/18/2010	Lorraine Wilkinson – Eastway	The original RFP that was sent to us has a closing date of March 1, 2010, while the note from Eric Marx on January 4, 2010 quotes a closing date of February 26, 2010. Please advice which is correct.	Section I.9	The “draft” schedule sent on January 4 was changed in the January 5th email and is the same as that appearing in the RFP.	Yes	No	
8	1/18/2010	Lorrie Herrley – ABC	“Would it be possible to get a final build sheet for each year of the buses? My understanding is that all the buses for each year had all of the same specs so if I could get one for each year that would help me a lot.”	N/A	MCI “Sales Orders,” “Post Award Buy America Component Schedules,” and “Product Configuration” documents will be made available to all Offerors for the two different lots of buses (the 2002 and 2004 units were purchased as a piggyback from the New Jersey Transit specification and the 2005 and 2006 units were purchased as a piggyback from the New Orleans Regional Transit Authority).	Yes	No	v
9	1/21/2010	Barry Hornecker – Bus & Truck of Chicago, Inc.	PAGE 54 – SECTION VI.1 PICK UP AND DELIVERY SCHEDULE Other than the first 2 buses, will any more buses be available for a float at the successful contractor?	Section VI.1	Given PRTC's current fleet requirements, we are only able to provide two buses at once. However, if Offerors wish to propose providing loaner buses of similar quality, condition, size, and age PRTC will entertain such offers. Offerors interested in making such an offer shall do so in Part 1 of the proposal submission and include costs, benefits, logistics, terms, and conditions. Acceptance shall be solely at PRTC's discretion.	Yes	No	
10			We request that PRTC supply a copy of the parts book for each year buses to the bidders for this project.	Section III.5, Part 5	While it is the Offeror’s responsibility to obtain accurate parts lists and prices from manufacturers, PRTC is attempting to obtain parts book CD for all vehicles that are the subject of this contract.	Yes	No	v
11			PAGE 60 – SECTION B UNDERSTRUCTURE (PARAGRAPH 3) What specific structural components apply to this 15% criteria.	Section VII.1.B	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.	Yes	Yes	

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12	Would PRTC consider progressive payment for this project?	Section II.19 (RFP) and II.6 (Sample Contract)	As stated in Section II.19, with advance PRTC approval and FTA concurrence, progress payments may be authorized based on a set of milestones for work not specifically resulting in deliverable products. Offerors interested in making such an offer shall do so in Part 5 of the proposal submission. Acceptance shall be solely at PRTC's discretion. Offerors should not assume progress payments when submitting cost proposals. Any such pursuit of milestone payments will take place as part of the negotiation process.	Yes - Revised	No	
13	Could PRTC supply serial numbers for engine and transmissions for each model year of buses?	Section VII.6 and VII.7	Yes. A revised Fleet Details spreadsheet was distributed to all Offerors and (revised Addendum #1) and included serial numbers for all but the 10 2006 buses, which we are in the process of obtaining.	Yes	No	v
14	PAGE 69 – SECTION VII.11 WHEELS Please explain PRTC's definition of "OEM specified appearance" for the aluminum wheels	Section VII.11	When placed side-by-side and viewed from a distance of no more than five feet, refinished wheels shall have nearly the same visual appearance as a new wheel with high luster and free of major scratches, irregularities, and other deformities. Refinished wheels shall also have the same ability to repel dirt, brake dust, etc., respond to cleaning, and retain luster as a new wheel.	Yes	Yes	
15	PAGE 70 – SECTION VII.14 EXTERIOR PAINT Could PRTC supply a full size copy of the paint and decal schematic for the bidding process?	Section VII.14	Yes. 11"x17" copies were distributed at the pre-proposal conference.	Yes	No	
16	PAGE 71 – SECTION VII.16 ELECTRONIC SIGNS If any components of the electronic signs are found to be non-repairable, would the replacement new component be considered an extra cost item?	Section VII.16	No. See section VI.10.C.	Yes	No	

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17	1/22/201 Mike Sharff – Peter Pan Coach Builders	Regarding pricing for ‘base’ period and ‘options’ – Based on PRTC statements of present funding availability, our understanding is that the ‘base’ bid will be for apx. 19 units, and the ‘option’ could be for an additional 42 units over 4 or more years, adjusted by CPI changes during the option period. We feel it will be difficult to confidently price a proposal today with only a CPI adjustment due to (a) unpredictability and/or unforeseen materials price changes of particular components (such as global shortages of glass, rubber, or other base components), or (2) additional wear or damages to vehicles in option years requiring a component replacement, that at the time of vehicle inspection and proposal development, appeared to need only inspection/repair. Can PRTC offer a contingency process to address price adjustments for these scenarios?	Section V.1.1	No. Concerning issue “2,” PRTC will continue to operate and maintain the vehicles in substantially the same manner as we do today. Offerors have been provided current vehicle miles and ages and can calculate average miles per year. PRTC has also supplied the most recent maintenance audit report and the past three detailed reports of all defects identified during each audit to tangibly demonstrate the condition of our vehicles. SEE ANSWER TO Q. 54 FOR UPDATE.	Yes - Revised	Yes	
18		Can PRTC provide a list of which vehicles, for the base and option period, that are anticipated to require engines and/or transmissions?	Section VII.6 and VII.7	PRTC plans to change all engines and transmissions as part of this work scope unless the engine or transmission has already been replaced. Revised Addendum #1 lists all vehicles that have already engine or transmission replacement.	Yes	No	v
19		We understand the seat material specified is no longer available. Can PRTC provide a new specification for seat material?	Section VII.1.G	A representative from Bergen Auto Upholstery, who attended the pre-proposal conference, contacted Holdsworth and reports that the original fabric, YS/W24448, is still available and the new part number is BAW319.	Yes	Yes	

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20	In Sections VII.6, Engine, and VII.7, Transmission, we would request further explanation be provided for the provision "... costs shall be reimbursed on a pass-through basis ...". Does this mean there is not to be a parts markup on these items? Would PRTC consider paying the engine/transmission costs directly to the subcontractors of these materials?	Section VII.6 and VII.7	PRTC will not pay a markup on these items. PRTC will consider paying the subcontractor directly as long as terms and conditions are acceptable to PRTC. Offerors interested in making such a request shall do so in Part 1 of the proposal submission and include terms, and conditions. Acceptance shall be solely at PRTC's discretion.	Yes	No	
21	Does PRTC intend to have a resident inspector on-site full-time for the entire contract period?	Section VIII.2	Yes. Given past experience PRTC feels this is necessary. However, should a positive, trusting relationship ensue, PRTC reserves the right to modify the on-site inspection scope.	Yes	No	
22	To expedite the work plan and production schedule, would PRTC consider making up to 4 vehicles at a time available to Peter Pan Coach Builders? To facilitate this, we could arrange for replacement loaner vehicles.	Section VI.1	Given PRTC's current fleet requirements, we are only able to provide two buses at once. However, if Offerors wish to propose providing loaner buses of similar quality, condition, size, and age PRTC will entertain such offers. Offerors interested in making such an offer shall do so in Part 1 of the proposal submission and include costs, benefits, logistics, terms, and conditions. Acceptance shall be solely at PRTC's discretion.	Yes	No	

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Q&A at the Pre-Proposal Conference Jan. 25, 2010

23	1/25/2010	Tom Glover – MTB	Will PRTC make available the TRC vehicle maintenance audit before they leave?	N/A	PRTC conducts maintenance audits three times a year through its contractor, TRC. PRTC will make defect spreadsheets of the last three audits available with the understanding that only a random sampling of 1/3 of the fleet is audited each time. Generally, every vehicle will have been audited within the last year but there is no guarantee of that. The spreadsheets show defects by bus number under each of 18 major bus categories.	Yes	No	√
24	1/25/2010		Would you consider a staggered delivery?	Section VI.1	The contractor can pick up and/or deliver the first vehicles up to one week apart from each other.	Yes	Yes	
25	1/25/2010	Mike Sharff – Peter Pan Coach Builders	Can you disclose what funding is available?	N/A	No.	Yes	No	
26	1/25/2010	Tom Glover – MTB	How committed is PRTC to getting the add-on features if these additions prove to be too troublesome to install or too expensive?	Multiple Sections, see response	PRTC will only elect to purchase an “add-on” if it has been proven, engineered, and implemented elsewhere by MCI and is cost-effective.	Yes	No	

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27	1/25/2010	Ed Harmon – ABC Bus	Regarding add-on equipment, there could be a concern over the feasibility of some of these items, especially those not thoroughly tested. How committed is PRTC to these add-ons and can we use kits if available from an add-on manufacturer?	Section I.2.2	<p>PRTC is not interested in becoming the research test bed for “add-ons” and will only consider contracting for “add-on” features that have already been proven, engineered, and implemented elsewhere by MCI. Offerors have three options:</p> <ol style="list-style-type: none"> 1. If the item has <u>not</u> been proven, engineered, and implemented indicate this on the Cost Sheet by writing “Not available.” 2. If the item has been proven, engineered, and implemented and the Offeror is willing and able to perform the work on PRTC buses, the price should be included on the Cost Sheet. 3. If the item has been proven, engineered, and implemented and the Offeror is <u>not</u> willing or able to perform the work on PRTC buses, an explanation shall be included in the bid proposal (Section III.5 Part 1) and “Not interested” shall be indicated on the Cost Sheet. 	Yes	Yes	
28	1/25/2010	Bill Sinico – Peter Pan Coach Builders	<p>We are aware that these model MCI buses have problems with front cap water leakage. Has there been an upgrade to this part of the vehicle?</p> <p>An MCI representative clarified that MCI has an upgrade consisting of a bracket added to newer vehicles that limits wind vibration around the head signs, which significantly reduces, if not entirely eliminates, water leaks from that area.</p>	Section VII.1.A	PRTC will modify the RFP to include the upgrade consisting of a bracket that limits wind vibration around the head signs.	Yes	Yes	
29	1/25/2010	Ed Harmon – ABC Bus	Would PRTC consider having third-party vendors assume liability for their products instead of the Contractor? The following suggested language was offered: “Contractor shall not be responsible for the liability of parts manufacturer.”	Section VIII.4	No. See Section VIII.4.	Yes	No	

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30	1/25/2010	Ed Harmon – ABC Bus	<p>Why have different Liquidated Damages amounts?</p> <p>Can you explain conditions that would justify extensions?</p>	<p>Section V.2</p>	<p>Liquidated Damages (LDs) vary by the intensity of the infraction as noted in Section V.2. LD progression is tied to harm that is likely to come to PRTC as a result of buses being delivered late and/or being delivered with faults that make them unavailable for service. Our intent is to receive buses from the Contractor delivered in first class condition, complete and ready for operation based on the final inspection at PRTC, as stated in Section V.2 buses that are not available to us impacts our spare ratio, which in turn impacts our ability to provide service.</p> <p>PRTC will grant extensions on a case-by-case basis as described in Section V.2. PRTC intends to be reasonable as long as it believes the Contractor is making a good faith effort.</p>	Yes	No	
31	1/25/2010	Ed Harmon – ABC Bus	<p>Would ABC need to be directly responsible for all warranties offered?</p> <p>Also, can we assume any warranties provided by a vendor beyond the standard one-year period will be passed onto PRTC?</p>	<p>Section VIII.4</p> <p>Section VII.4.2</p>	<p>Yes.</p> <p>Yes.</p>	Yes	No	
32	1/25/2010	Ed Harmon – ABC Bus	<p>Regarding requirements for a quality management system, must it have ISO or other type of official certification?</p> <p>How detailed must the quality management system be and will your Resident Inspector verify our Quality Assurance process?</p>	<p>Section VIII.1</p>	<p>See Section VIII.1.</p> <p>See Section VIII.1. The Resident Inspector will verify compliance as part of his/her in-plant duties.</p>	Yes	No	
33	1/25/2010	John Cieplik – Peter Pan Coach Builders	<p>As specified, final inspection for acceptance is done by the Resident Inspector at the plant and then again by PRTC at its facility. Would it be possible to do both at the overhaul facility since it would save time?</p>	<p>Section VIII.3.2</p>	<p>No.</p>	Yes	No	

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34	1/25/2010	John Cieplik – Peter Pan Coach Builders	Regarding flooring material, we will take seats out and repair and repaint them. Do you foresee any floorboards needing to be replaced?	Section VII.1.B	PRTC is not aware of any floorboards that require replacement. However, the RFP will be modified to require that Contractors inspect floorboards for deterioration and soft spots and to provide a separate cost in the proposal for replacement on a square foot basis. If floorboard sections require replacement as determined by the Contractor and verified by the Resident Inspector, the work will be done on a change order basis.	Yes	Yes	
			What quality flooring material is required and are we able to cut out a section?	Section VII.1.J	Regarding floor covering, PRTC expects some material to be replaced. When flooring requires replacement, PRTC expects entire sections to be replaced as one unit with identical material or as close as possible to the original; patching within floor sections is not allowed. The RFP will be modified to require that Contractors inspect floor covering for wear and damage and to provide a separate cost in the proposal for replacement on a section-by-section basis. The revised RFP will define floor covering as three separate sections. One section will be defined as the ribbed center section. The other two sections will consist of the smooth flooring that extends from each side of the center section to the sidewalls. If floor covering sections require replacement as determined by the Contractor and verified by the Resident Inspector, the work will be done on a change order basis.	Yes	Yes	
35	1/25/2010	Bill Sinical – Peter Pan Coach Builders	Has PRTC experienced any corrosion around the air-bag supports?	Section VII.1.B	No. Just minor surface rust.	Yes	No	
			Do you see any flooring material popping, which would indicate this condition exists?		No.	Yes	No	
36	1/25/2010	Barry Hornecker – Bus and Truck of Chicago	Pick up and delivery schedule: I assume when you have one delivered, you want us to pick up another one immediately?	Section VI.1	Yes.	Yes	No	

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37	1/25/2010 Mike Sharff – Peter Pan Coach Builders	How familiar do we need to become with Virginia's procurement act ... anything specifically we need to become familiar with anecdotally?	Section I.1	Offerors should become as familiar with the Virginia Procurement Act as they deem necessary.	Yes	No	
38		Regarding DBE (Disadvantaged Business Enterprises), is there any consideration or weight given to this participation?	Section II.60 (RFP) and 11. 42 (Sample Contract)	DBE is not part of the evaluation process.	Yes	No	

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39	1/25/2010	Macy Neshati – Complete Coach Works	<p>Do you have a clause for Force Majeure such as strikes, riots, etc?</p>	<p>Section II.96 (RFP), II.80 (Sample Contract)</p> <p>No, but the following will be added to the RFP:</p> <p>Force Majeure</p> <p>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.</p> <p>For the purposes of this section, Force Majeure shall mean:</p> <p>(a) An act of way, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.</p> <p>(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.</p> <p>(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.</p>	Yes	Yes	
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40	1/25/2010	Macy Neshati – Complete Coach Works	Final inspection question: How will PRTC ensure that the final inspection guidelines for the Resident Inspector will be the same as those established by First Transit's Inspectors? Guidelines for both inspectors should be the same.	Section VIII.2	PRTC is committed to ensuring strong communication between the Resident Inspector and First Transit's final inspection team, and to synchronizing the inspection criteria for both parties. TRC, PRTC's maintenance audit contractor, will be providing 3 rd party project oversight and will make every attempt to utilize an inspector already familiar with the fleet and First Transit's maintenance management team. In addition, a representative from First Transit will visit the plant at least during final inspection of the first bus. TRC and First Transit will maintain strong communication ties throughout the inspection process via telephone communication, email, weekly inspection reports, and through photographs as needed. PRTC also wants to ensure that a defect or failure noted on one vehicle is addressed on all successive vehicles.	Yes	No	
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41	1/25/2010	Anthony Amaducci - MCI	<p>When there are questionable items and a decision needs to be made by the on-site inspector on whether to replace or repair, do you have any idea on the turnaround for the answer?</p>	<p>Section VIII.2.2.1</p> <p>PRTC will modify the RFP to further explain the third party oversight process. It will be up to the Contractor to determine if a particular part or component requires repair or replacement. If the Resident Inspector questions the Contractor's decision, he/she will endeavor to respond with a decision within one working day assuming all information needed to make a decision such as OEM specifications, drawings, photographs, etc. are provided to him/her in a timely manner by the Contractor. If the Resident Inspector concurs with the decision, action as determined by the Contractor will be approved.</p> <p>If the Resident Inspector disagrees with the Contractor's recommended action, it is hoped that the Contractor will accept the Resident Inspector's decision.</p> <p>In cases where the Resident Inspector and the Contractor cannot mutually agree on a course of action, a qualified TRC 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) will make the final determination and all parties shall abide by his/her decision. TRC will assign the engineer to work on-site with the Resident Inspector and Contractor during overhaul work performed on at least the first bus. Together with input provided by the engineer and First Transit, the Resident Inspector and Contractor will make most determinations for buses to be overhauled going forward. Thereafter, when questions arise the engineer and a representative from First Transit will be available for remote consultation and, if necessary, will travel to the plant.</p>	Yes	Yes	
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42	1/25/2010	John Cieplik – Peter Pan Coach Builders	Regarding the wheelchair lift, would PRTC entertain a suggestion that it be entirely replaced instead of rebuilt?	Section VII.15	<p>PRTC will rewrite the wheelchair lift portion of the RFP to address this issue. The revised specification will require Offerors to only include in their base price the cost of conducting a manufacturer’s recommended preventive maintenance (PM) inspection and servicing of the wheelchair lift per the manufacturer’s most stringent schedule.</p> <p>Following inspection and servicing, if a wheelchair lift is not functioning to OEM specifications and requires repairs to do so, the Contractor will provide the cost to make such repairs.</p> <p>Separately, as part of the proposal, the specification will be modified for Offerors to provide the cost of: a). rebuilding the wheelchair lift, and b). replacing the entire lift with new. Depending on the cost to repair a particular wheelchair lift, PRTC may decide to have the Contractor repair, rebuild, or replace the lift as a change order.</p>	Yes	Yes	
43	1/25/2010	Ron Miller – MCI	<p>Do we need to have certified technicians on the project?</p> <p>Will you accept documentation showing other training if not necessarily ASE certified?</p>	Section II.7	<p>Yes, refer to Section 11.7</p> <p>Yes, refer to Section 11.7</p>	Yes	No	
44	1/25/2010	Mike Sharff – Peter Pan Coach Builders	Will you make available the sign in sheet today?	N/A	Yes, PRTC will send a PDF of the sign in sheet.	Yes	No	v

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45	1/25/2010	Bill Snical & John Cieplik – Peter Pan Coach Builders	<p>How will the Resident Inspector make determinations regarding "replace or repair as needed"?</p> <p>The work is difficult to price out. For example, if the sway bar is worn, we don't know which buses will need new sway bars. There are some areas where clarification is needed, especially with regard to change orders.</p>	<p>Section VIII.2.2.1</p> <p>Multiple Sections, see response</p>	<p>See Section VIII.2.2.1 regarding how the Resident Inspector will make determinations. Prospective contractors were all given an opportunity to physically inspect PRTC's buses and related bus records to determine overall and specific bus condition. That said, PRTC realizes the difficulty in estimating costs and is concerned about being fair to the Contractor while at the same time receiving cost-effective proposals. As noted in Question 34 (Floorboards, Section VII.1.B and Flooring, Section VII.1.J) and Question 42 (Wheelchair Lift, Section VII.15), PRTC will change the specification language regarding these items to allow prospective contractors to identify these costs separately and have them apply as change orders depending on PRTC's decision, thereby taking the guesswork out of trying to determine how many buses will be affected by these particular items.</p> <p>The RFP will be modified such that Offerors will specify costs for the following items to be included as change orders if PRTC's Resident Inspector concurs with the Contractor that they are required:</p> <ul style="list-style-type: none"> • Replacement of bulkheads if rusting of the bulkhead results in less than half of the original materials thickness over areas more than one square foot (Section VII.1.B). However, cost to repair any bulkheads if the replacement criterion is not met shall be included in the base cost proposal. • Replacement of the complete Recaro Ergo Metro seat if needed to ensure operator safety (Section VII.1. G) The cost of this seat shall reflect the net cost of the seat, taking into account the estimated cost included in the base cost proposal to rebuild the seat. • Replacement of the air conditioning condenser if it cannot be repaired. (Section VII.2) The cost of the new condenser shall be net of the cost to repair, which shall be included in the base cost proposal. • Replacement of the air conditioning evaporator if it cannot be repaired (Section VII.2). The cost of the new evaporator shall be net of the cost to repair, which shall be included in the base cost proposal. • Replacement of the rear axle housing if repairs are not possible (Section VII.4.A). The cost of the new rear axle housing shall be net of the cost to repair, which shall be included in the base cost proposal. 	Yes	Yes	
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46	1/25/2010	Macy Neshati – Complete Coach Works	<p>Would you reevaluate the number of cases where you indicate repair and replace and consider changing some to replace only? Many items should be replaced automatically such as hoses, lenses, control valves and others. Doing so would help us all better determine costs.</p>	<p>Multiple Sections, see response</p>	<p>PRTC understands the benefit of identifying more items to replace as opposed to having them replaced or repaired as needed. However, PRTC does not want to be in a position where the Contractor is insisting to replace items just to be safe with regard to warranty. Despite this concern, PRTC will change the RFP to require the following items be replaced without consideration of its condition or ability to be repaired:</p> <ul style="list-style-type: none"> • All fuel lines outside the engine compartment (VII.8). Fuel lines inside the engine compartment are already identified for replacement in the same section, • All exhaust mounting brackets (Section VII.9), • All control valves for the air suspension system including low air switches and pressure protection valves (Section VII.3.E). Height control valves are already identified for replacement in Section VII.4.C • Air conditioning control valves and relays (Section VII.2) • All air brake system valves (Section VII.5.D), • All components of the 12-volt charger including the equalizer (Section VII.6.B), • The power steering fluid line filter and power steering reservoir sight glass and seal (Section VII.10.A), • All exterior lamp lenses and shields (Section VII.12), • All dash, knob, and switch markings including those added to any switches installed after production (e.g., Radio/P.A. switch). When replaced, all switch markings shall look as if they were originally provided by the manufacturer (e.g., the Radio/P.A. switch shall no longer be a stick-on label) (Section VII.1.J), • All engine preheat fuel supply and return lines (Section VII.6.D). 	Yes	Yes	
47	1/25/2010	Bill Sinico – Peter Pan Coach Builders	<p>Can the date for submitting follow-up questions be moved up to Tuesday of next week?</p>	N/A	<p>PRTC will endeavor to provide responses to questions raised on Monday, January 25 by close of business, Friday, January 29. Prospective contractors will be given until close of business Monday, February 1st to provide final questions. PRTC will provide final responses to all questions by close of business Thursday, February 4 along with a marked-up copy of the RFP showing strikethroughs, corrections, additions, etc. made to the original document.</p>	Yes	Yes	

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48	1/25/2010	<p>Bill Sinico – Peter Pan Coach Builders</p>	<p>Quite a few of the signs on the back are not working. These signs are very expensive.</p>	<p>Section VII.16</p>	<p>In addition to the on-site inspections offered on January 24-25, electronic sign failures are included on TRC’s audit list of defects for prospective Contractors to review and determine failure rates.</p> <p>PRTC considered Electronic Signs (Section VII.16) as an item to be priced separately on a change order basis but decided against it because replacement parts such as circuit boards and control modules are readily available to repair these signs.</p>	Yes	No	
49	1/25/2010	<p>Barry Hornecker – Bus and Truck of Chicago</p>	<p>Are any details available about core items in the engine and transmission?</p>	<p>Section VII.6 & VII.7</p>	<p>A Western Branch Diesel representative responded. Allison remanufactured transmissions require a suitable core. Engines, however, will not need a core for his quotes.</p>	Yes	No	
50	1/25/2010	<p>John Cielplik – Peter Pan Coach Builders</p>	<p>It appears that many switch markings will need to be replaced.</p> <p>Also, how many windows do you want to change in each bus?</p>	<p>Multiple Sections</p>	<p>Refer to Answer # 45.</p> <p>In addition to the on-site inspections offered on January 24-25, window defects are included on TRC’s audit list of defects for prospective Contractors to review and determine failure rates.</p>	Yes	Yes	
51	1/25/2010	<p>Bill Sinico – Peter Pan Coach Builders</p>	<p>Are starters and alternators included as part of the engine package for pass-through pricing or can we charge and mark-up for those separately?</p>	<p>Section VII.6</p>	<p>Section VII.6 states that “The per-unit cost of the engine shall also include the costs of the air compressor and governor, generator, and starting system as described in subsections A-C below.”</p>	Yes	No	
52	1/25/2010	<p>Ed Harmon – ABC Bus</p>	<p>Is Al Harf still the executive director of PRTC?</p>	N/A	<p>Yes.</p>	Yes	No	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

Questions Received after the Pre-Proposal Conference

53	1/28/2010	Bill Sinico – Peter Pan Coach Builders	"What year did MCI change to stainless steel in the rear bellow area on the D coach?"	Section VII.1.B	According to an MCI representative: "The answer is the 2001 NJ Transit order. These PRTC units were built after that first NJT run, and so WERE built with Stainless frame pieces in the Drive axle area. "	Yes	No	
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QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

54	2/1/2010	<p>Mike Sharff – Peter Pan Coach Builders</p>	<p>Base and option pricing: For reference, our previous question on this subject on 1/22/10 was as follows: “Regarding pricing for ‘base’ period and options — Based on PRTC statements of present funding availability, our understanding is that the ‘base’ bid will be for apx. 19 units, and the ‘option’ could be for an additional 42 units over 4 or more years, adjusted for CPI changes during the option period. We feel it will be difficult to confidently price a proposal today with only a CPI adjustment due to (1) unpredictable and/or unforeseen materials price changes of particular components (such as global shortages of glass, rubber, or other base components), or (2) additional wear or damages to vehicles in option years requiring a component replacement, that at the time of vehicle inspection and proposal development, appeared to need only inspection/repair. Can PRTC offer a contingency process to address price adjustments for these scenarios?</p> <p>PRTC declined to adjust this language in addendum #2 issued 1/29/10. We have confidence in our ability to contain costs within our control, such as wage rates and benefits, but remain concerned about future parts, components, and transportation costs tracking with CPI well into future years. A future spike in fuel prices will affect not only vehicle transit costs, but also potentially all parts and components delivered to our location. One suggestions is as follows: PRTC contract agreement with contractor allow for a ‘base’ period of initial vehicles (estimated by PRTC to be 19 vehicles), and a first option adjusted by CPI for up to the balance of the 38 2002 model vehicles (based on the vehicle delivery schedules specified by PRTC, our estimate for the first 38 vehicles is that this would be a period of apx. 118 weeks, assuming no gap in future funding for the project). Subsequent options for up to 23 additional vehicles would be subject to a mutual agreement of PRTC and contractor to either negotiate an adjustment based on documented price changes to parts, components, and transportation costs, or terminate the contract. The RFP and draft contract contain provisions for PRTC to terminate the contract, but none for the contractor to do so. Would PRTC provide contract language that would allow a mutual PRTC/contractor option for ‘options’ beyond the initial 38 vehicles?</p>	<p>Section V.1.1</p> <p>PRTC understands this concern and while we will not consider negotiating costs we have made two significant changes, hoping that they will help allay Offerors’ future cost concerns. Changes are as follows.</p> <ol style="list-style-type: none"> 1. The inflation index has been changed from the Consumer Price Index (CPI) for Urban Wage and Clerical Workers in the Washington - Baltimore Area to the Producers Price Index (PPI) to “Industry: Heavy duty truck manufacturing, Product: Buses, including military and firefighting vehicles (chassis of own manufacture)” (Series Id: PCU3361203361203). This was done to better reflect cost fluctuations indicative of bus-related manufacturing services. 2. The RFP has also been changed to allow the Contractor to choose the Producer’s Price Index-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 all “option” buses. Otherwise, the transport cost will increase by the PPI rate, as will the cost to drive buses, should PRTC select that mode. 	Yes	Yes	
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QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

55	2/1/2010	Mike Sharff – Peter Pan Coach Builders	Can PRTC provide required bid forms attachments A-F in MS Word or other 'fillable' format?	Section Attachments A-F	Yes. They will be posted on the project FTP site.	Yes	No	v
56	2/1/2010	Mike Sharff – Peter Pan Coach Builders	Can PRTC provide any available hardware and software to program and/or troubleshoot electronic signs?	Section VII.16	Upon request of the selected Contractor, PRTC will supply a PC card containing currently programmed signs. Any diagnostic tools or troubleshooting guidelines (light indicators, voltage readings, etc.) shall be obtained by the Contractor directly from TwinVision. PRTC Contacts at TwinVision are: Dan Teach (919) 313-3064 or Amanda Boswell (800) 222-9583.	Yes	No	
57	2/1/2010	Mike Sharff – Peter Pan Coach Builders	Without parts markup on engines/transmissions, contractors could have significant carrying costs for these components before final acceptance of vehicles. Can PRTC commit to a progress payment to contractor for these items upon their delivery to contractor's location?	Section II.19 (RFP) and II.6 (Sample Contract)	Refer to question 12.	Yes	No	
58	2/1/2010	Mike Sharff – Peter Pan Coach Builders	Based on discussion at the pre-proposal conference, addendum #2, and these questions today from us and other potential contractors, it would appear that the amended RFP would substantially change when issued by PRTC on 2/5/10. Would PRTC entertain a last round of questions and answers by COB Monday 2/8/10, with answers provided by 2/10/10, while maintaining the 3/1/10 proposal due date?	Section I.9	No.	Yes	No	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

59	2/1/2010	Mike Sharff – Peter Pan Coach Builders	Regarding driving vs. flatbedding coaches: We expect PRTC could save significant costs by allowing the contractor to drive vehicle to and from the contractor facility, however, we understand the PRTC concern for excess miles on vehicles in doing so. Would PRTC consider a provision whereby the contractor can drive vehicles to and from the contractor facility, provided the vehicle miles do not exceed 1000 miles round trip?	Section VI.2	As stated in # 2 above: “The RFP will be modified to request costs using both methods; 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.”	Yes	Yes	
60	2/1/2010	Ed Harmon – ABC Bus	Are coaches which have previous imperfect body/frame damage repairs, such as the road side center panel of unit #319, supposed to be repaired to OEM specifications with no additional expense to PRTC, or should a repair such as this be considered a change?	Section VII.1.A	The Contractor is responsible for fixing imperfect prior body repair work as part of the Base Cost. Offerors had ample opportunity to inspect buses and PRTC pledges to continue to require its bus operations contractor to maintain the fleet in a like condition. PRTC plans to release buses to the successful Contractor in numerical order, however; if a bus has what PRTC considers to be significant body damage (beyond scratches and minor dents, which are considered to be normal wear and tear and are to be included in the Base Cost) it will skip that bus and send the next vehicle; the skipped bus will only be sent for overhaul once the significant damage has been repaired. Regarding frame damage, PRTC has modified the RFP to include a statement that if, during the removal of panels or other items, the Contractor discovers hidden body frame damage, PRTC will authorize repair as a change order, assuming the Contractor and Resident Inspector agree such repair is necessary.	Yes	Yes	
61	2/1/2010	Ed Harmon – ABC Bus	– Would PRTC be willing to revise this section by deleting the following sentence: “The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees”?	Section II.31 (RFP) Section II.15 (Sample Contract)	No.	Yes	No	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

62	2/1/2010	Ed Harmon – ABC Bus	Section II.74 on p.130 – Would PRTC be willing to revise this section by adding the following sentence regarding Liability for Loss or Damage: “This provision shall not apply to the Contractor for the operation, use, custody or control of the vehicles by PRTC.”	Section II.74 (Sample Contract)	No.	Yes	No	
63	2/1/2010	Ed Harmon – ABC Bus	Section II.74 on p. 33 and Section II.56 on p. 119 – There is reference to Flood Insurance with respect to projects involving construction or acquisition having an insurable cost of \$10,000 or more. Does this apply to this contract?	Section II.74 (RFP) Section II.56 (Sample Contract)	No. The reference to Flood Insurance is for property construction only. By definition, Comprehensive Coverage provided on the buses includes Flood. The Flood Insurance requirement as stated has been waived, as it does not apply to this contract.	Yes	Yes	
64	2/1/2010	Ed Harmon – ABC Bus	Attachment D on p. 88 – Workers’ Compensation – There is a requirement for US Longshoremen & Harbor Works endorsement. This applies to work conducted on or near navigable waters. Does this apply to this contract?	Attachment D on – Workers’ Compensation	No. This coverage is unnecessary and has been waived for this contract.	Yes	Yes	
65	2/1/2010	Ed Harmon – ABC Bus	Section II.76 on p. 130 - Would PRTC be willing to revise this section by inserting the following language into the second sentence after the words “other than those contained herein” : “with the exception of those documents incorporated by reference as listed in Section I.3 of this contract.”	Section II.76 (Sample Contract)	No. We feel this is redundant.	Yes	No	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

66	2/1/2010	Ed Harmon – ABC Bus	Section V.2 on p.53 – Would PRTC be willing to revise this section by adding the following sentences: “Contractor shall not be responsible for liquidated damages for late delivery due to delays in inspection or acceptance by PRTC. Liquidated damages shall not apply to delay by the Contractor attributable to any cause or circumstance beyond its control or the control of its suppliers, manufacturers, or from transport delays which impede or delay completion of the work or delivery of the buses.”	Section V.2	No. Regarding “late delivery due to delays in inspection or acceptance by PRTC,” the on-site inspector will be dedicated to this project and, as such, will be inspecting buses throughout the overhaul process; therefore, we do not anticipate delivery delays due to inspection or acceptance for transporting the buses to PRTC. Concerning circumstances beyond the Contractor’s control, we believe the Force Majeure clause we added (see Q # 39) addresses these concerns.	Yes	No	
67	2/1/2010	Ed Harmon – ABC Bus	Section II.53 on p. 24, Section I.10 on p.95 and Section II.35 on p. 110 – Would PRTC be willing to revise these sections by adding the following sentence to both sections: “The hold harmless and indemnification provisions shall not apply to the Contractor for the operation, use, custody or control of the vehicles by PRTC.”	Section II.53 (RFP) Section I.10 (Sample Contract) Section II.35 (Sample Contract)	No.	Yes	No	
68	2/1/2010	Ed Harmon – ABC Bus	Can multiple shops from the same vendor perform work on buses in this project?	N/A	No.	Yes	No	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

69	2/1/2010	Macy Neshati – Complete Coach Works	<p>Page 58 item H “Remanufactured” OEM factory supplied remanufactured part - There are many sources of quality remanufactured parts that provide superior products at competitive prices. Since OEM’s don’t actually remanufacture parts themselves, but instead buy them from aftermarket parts suppliers by restricting all remanufactured parts to be from the OEM you restrict competition and therefore add cost to the procurement. We request that “Remanufactured” be broadened to OEM or equal, with a warranty equal to the factory warranty.</p>	Section VI.10.H	<p>The RFP will be changed, as follows:</p> <p>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 Contractor.</p>	Yes	Yes	
70	2/1/2010	Macy Neshati – Complete Coach Works	<p>Page 58 item I “New” New, unused OEM part - As with item H above there are many sources of quality new parts that provide superior products at competitive prices. Since OEM’s don’t actually build parts themselves but rather “assemble” buses from parts bought from suppliers, by restricting all new parts to OEM parts you restrict competition and therefore add cost to the procurement. We request that “New” be broadened to “OEM or equal”, with a warranty equal to the factory warranty.</p>	Section VI.10.I	<p>The RFP will be changed, as follows:</p> <p>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 Contractor.</p>	Yes	Yes	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

Changes made to RFP in Addition to those made in Responding to Offeror Questions

71	2/4/10	PRTC	Change progress payment to require FTA concurrence.	Section II.19 (RFP) and II.6 (Sample Contract)	PRTC cannot commit to such a progress payment since such a commitment requires FTA's concurrence, given that this project includes federal funds.	Yes	Yes	
72	2/4/10	PRTC	Dash knobs, switches, and other controls.	Section VII.1.J	<p>The following requirements have been added to Section VII.1.J Interior Trim and Flooring:</p> <ul style="list-style-type: none"> • All (dash) knobs, switches and other such controls will be replaced with OEM components. • Windshield wiper switches shall be replaced with upgrade switch that includes a diode pack. 	Yes	Yes	
73	2/4/10	PRTC	Warranty Requirements.	Section VIII.4.1	<p>Section VIII.4.1 of the RFP has been modified with the following sentence:</p> <p>In cases where the 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.</p>	Yes	Yes	
74	2/4/10	PRTC	Correction to PM interval.	Section I.2	Preventive maintenance inspections (PMIs) are performed every 6,000 miles, not 3,000.	Yes	Yes	

QUESTIONS AND ANSWERS FOR PRTC MCI BUS OVERHAUL - RFP # 09-09

75	2/4/10	PRTC	Cost Proposal adjustments.	Section III.5 Part 5 and Attachment B Cost Sheet	Multiple changes were made emanating from other changes described in this document.	Yes	Yes	
76	2/4/10	PRTC	Change Orders.	Section V.1.3	Changes were made emanating from other changes described in this document.	Yes	Yes	