



**REQUEST FOR PROPOSAL  
PVTA RFP #05-021**

**MID-LIFE TRANSIT VEHICLE OVERHAUL PROGRAM  
SPRINGFIELD OPERATIONS & MAINTENANCE FACILITY**

**OCTOBER 2020**



## NOTICE

### **PIONEER VALLEY TRANSIT AUTHORITY REQUEST FOR PROPOSALS PVTA RFP #05-021 MID LIFE TRANSIT VEHICLE OVERHAUL PROGRAM**

The Pioneer Valley Transit Authority (PVTA) is requesting proposals from a firm or firms interested and capable of entering into a contract with PVTA to perform a mid-life overhaul of Gillig Low Floor Transit buses.

Proposal documents may be obtained by calling the PVTA at 413.732.6248 Ext. 2237 or emailing to: [ssheehan@pvta.com](mailto:ssheehan@pvta.com).

Proposals shall be submitted to Sandra E. Sheehan, Pioneer Valley Transit Authority, 2808 Main Street, Springfield, MA 01108, on or before **2:30 p.m. on Friday, November 20, 2020**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to PVTA.

Any contract resulting from this request for proposals is subject to a financial assistance contract between the Authority and the Massachusetts Department of Transportation and the Federal Transit Administration. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

PVTA hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

PVTA reserves the right to reject any and all proposals as submitted in response to this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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# SECTION I - GENERAL INFORMATION

## 1. INTRODUCTION

The Pioneer Valley Transit Authority (PVTA) is a Regional Transit Authority and Political Subdivision of the Commonwealth of Massachusetts. PVTA is organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the Pioneer Valley in Western Massachusetts. PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statues. A guiding principle of PVTA is to continually improve the quality of its operations while providing accessible, safe, reliable, cost effective service to citizens of the Pioneer Valley.

PVTA, as the owner of the transit fleet is soliciting proposals through this Request for Proposals ("RFP") for a firm or firms interested and capable of entering into a contract with PVTA to perform a mid-life overhaul of Gillig Low Floor Transit buses. The specifics of the service and other documents relevant to this RFP, are set forth in the sections below and in the Exhibits attached hereto and made a part hereof.

## 2. SUBMISSION OF PROPOSALS

Contractors shall submit their Proposal prior to **2:30 p.m. on Friday, November 20, 2020** to:

Sandra E, Sheehan  
Pioneer Valley Transit Authority  
2808 Main Street  
Springfield, MA 01108

Proposals shall be prepared as described in Section III of this RFP.

Technical proposals shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSALS FOR VEHICLE OVERHAUL" on the front thereon. Cost Proposals shall be submitted in a separate sealed envelope clearly marked "COST PROPOSAL VEHICLE OVERHAUL". The Proposer's complete return address must be included on the outer envelopes.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to PVTA by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by PVTA as constituting a legal offer by the Proposer to perform the required services at the proposed price.

### **3. PROPOSAL INQUIRIES**

Communication by any Proposer with any agent or employee of PVRTA on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing on or before **noon on Thursday, November 12, 2020**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

### **4. COMMENCEMENT OF SERVICES**

It is the intent of PVRTA to execute an agreement with the successful Proposer, to commence upon award of the project. The PVRTA expects to make an award by December 18, 2020. The PVRTA expects the overhauled vehicles to be back at PVRTA by no later than June 29, 2021.

### **5. QUALIFICATION OF PROPOSERS**

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria and requirements identified in the RFP. All Proposers must have sufficient financial capacity to complete the project. The PVRTA is the sole judge in determining compliance with qualifications standards:

### **6. FEDERAL GRANT REQUIREMENTS**

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

### **7. STATE GRANT REQUIREMENTS**

Exhibit - B, attached hereto and made a part hereof sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are hereby included herein as an integral part of this RFP.

### **8. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the PVRTA that disadvantaged business enterprises ("DBE's"), Small Proposer and Small Proposer Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by PVRTA in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the Authority's DBE goal of **4%**.

If the Contractor is unable to achieve the specified contract goals, the Contractor must submit written documentation to the PVTA indicating his/her good faith efforts to satisfy goal requirements.

## **9. BRAND NAMES**

If present, brand, manufacturer or product names are indicated in the specifications and/or attachments only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such names, may be submitted in the bid, provided however that prior approval for the item is obtained from PVTA.

## **10. REQUESTS FOR APPROVED EQUAL STATUS**

Requests for approved equals must be received by PVTA, in writing, not less than seven (7) days before the date of scheduled due date. Any request for an approved equal or protest of specifications must be fully supported by technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. An Approved Equal Form is included in Exhibit H.

## **11. QUANTITIES AND/OR USAGES**

Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to overhaul the estimated number of vehicles. Actual quantities may vary. PVTA reserves the right to overhaul all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFP.

## **12. SUBCONTRACTING**

If subcontractors are necessary to complete any functions of this requirement, the Contractor must list their names and business locations of any proposed subcontractors, with their submitted Bid Proposal Form. The PVTA reserves the right to review and approve any subcontractors proposed by the Contractor. Any approval of the subcontractor shall not be construed as making PVTA party of such contract, giving the subcontractor privileges of contract with PVTA, or subjecting PVTA to liability of any kind to any subcontractor.

## **13. CONTRACTING**

PVTA reserves the right to require the successful Proposer to execute a contract in a format supplied by PVTA. The terms and conditions of the contract to be signed upon the award of the RFP will supersede any inconsistent provisions of the RFP documents.

The award of any contract is subject to the following conditions and contingencies:

1. The appropriation of adequate funds by the proper agencies.
2. Compliance with all applicable laws, regulations, ordinances and codes of the United States and, the Commonwealth of Massachusetts.
3. The selected Proposer must be current in all tax or any other monetary obligation owed to the Commonwealth of Massachusetts.
4. The selected Candidate must have a current EEO certification on file with the State.



#### **14. LIQUIDATED DAMAGES**

If the successful Contractor fails for any reason other than delays caused by Acts of God, to provide full completion of the project as set forth herein, PVTA shall have the right to obtain service from other sources on the open market. PVTA may deduct as liquidated damages from any money due or coming due to the Contractor the difference between the contractor's price and the open market price for any and all days the project is unfinished.

Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by PVTA. The rights and remedies provided for in these specifications shall be in addition to and not a limitation of any rights and remedies otherwise available at law. In any lawsuit involving the assessment or recovery of liquidated damages, the reasonableness of the charge therefore shall be presumed, and the amount assessed shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute or under the contract.

#### **15. EXTENSION OF TIME**

PVTA may determine that a reasonable extension of time for completion of delivery services contemplated hereunder may be made under the following conditions:

- A. Where the contractor is delayed due to a cause beyond his/her or its control, including, but not limited to, strikes, riots and acts of God. A delay shall be construed as being beyond the contractor's control only if the delay was not reasonably expected to occur in connection with or during the contractor's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the contractor is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or it must so proceed.
- B. Where the contractor and PVTA have executed a change order which provides for an extension of time of completion. No extension of time will be granted unless a written request for extension is served on PVTA within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The contractor shall provide PVTA with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to 1-1/2 days for every one day of delay. Accidents and mechanical failures en route from the manufacturer shall be deemed to be beyond the contractor's control.

#### **16. DELIVERY CONTRACT TERM AND PAYMENT**

The overhaul of all the vehicles must be completed and delivered to PVTA no later than June 29, 2021

Payment for each vehicle is due to the Proposer within thirty (30) days after acceptance of each vehicle. Final contract payment, including any retainage, shall be due and paid within thirty (30) days of the date of contract completion.

Proposer shall assume all risks and costs and make all arrangements for transporting the vehicles to and from the PVTA facility.

The date of contract completion shall be defined as the date upon which all vehicles and any other deliverables are received and accepted by PVTA. On delivery of each vehicle, PVTA will issue an Acknowledge of Receipt, which shall not constitute an acceptance. PVTA shall have thirty (30) calendar days from the date the completed vehicle is received by PVTA to inspect and test the vehicle. On or before the thirtieth (30<sup>th</sup>) day, PVTA shall either accept or reject the vehicle, accompanying its rejection with a written explanation citing the basis for the rejection. PVTA may, partially or conditionally, accept the vehicle and make a partial payment as PVTA determines is in the best interest of the Authority.

It is the responsibility of the Proposer to ensure that each vehicle is fully compatible with the requirements of the RFP. Failure of the Proposer to complete the work required by this RFP including delivery to PVTA by June 30, 2021 after the delivery of the Contract and Notice to Proceed to the Contractor, whichever date is later, will result in liquidated damages in the amount of \$200 per calendar day for each vehicle not completed and delivered to PVTA. A portion of the funding, approximately 20% of the total value of the contract, for this project, is provided by a grant from the Commonwealth of Massachusetts, Department of Transportation. The grant contract and state funding expire on June 30, 2021. If any vehicle included in the contract is not completed and delivered to PVTA on or before June 30, 2021 and as a result of the late delivery PVTA should lose the 20% state grant funding, the Contractor will be liable to PVTA for the state grant funding lost. These damages are in addition to the liquidated damages provided above.

A large portion of the funding available to PVTA for this project will lapse on June 30, 2021. Therefore, it is of utmost importance that the overhauls of the vehicles included are completed by the deadline and that all contracted vehicles are completed and delivered by June 29, 2021.

## **17. PROCUREMENT AND APPEALS PROCESS**

PVTA's procurement procedures and appeals process are contained in Exhibit - C attached hereto and made a part hereof.

## **18. FUNDING**

All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the Commonwealth of Massachusetts. upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the Commonwealth of Massachusetts

## **19. VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of a hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other Proposers upon announcement of award, if requested by such other bidders

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in PVTA's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of PVTA participated directly or indirectly in the firm's proposal preparation.

## **20. ADDENDA AND PROPOSAL REJECTION**

PVTA reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in PVTA's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

PVTA reserves the right to reject any and all Proposals resulting from this RFP if the PVTA deems that it is in the best interest of PVTA to do so. PVTA may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

## **21. PROPOSAL WITHDRAWAL**

The Proposer's authorized representative may, prior to the date and times set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If proposal are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at PVTA's offices, 2808 Main Street, Springfield, MA 01108 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

## **22. EXCEPTIONS TO RFP**

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow PVTA a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. PVTA is under no obligation to accept any proposed exceptions or alternatives.

## **23. RESERVATION OF PVTA'S RIGHTS**

PVTA reserves all rights regarding the RFP, including, without limitation, the right to:

- a. Amend, delay or cancel the RFP without liability if PVTA finds it is in the best interest of PVTA to do so;
- b. Reject any or all Proposals received upon finding that it is in the best interest of PVTA to do so;

- c. Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any Proposal, if required;
- d. Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e. Negotiate a Statement of Work based on the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
- f. Amend any Contracts that are a result of the RFP.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the technical nature of some of these tasks, the Proposer with the lowest Price Proposal may not necessarily be awarded a Contract. PVTA reserves the sole right to determine the best Proposal

## **24. INSURANCE REQUIREMENTS**

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Contractor by its subcontractors, with the Authority named as an additional insured party, the following minimum insurance coverages. Copies of all insurance certificates, with the Authority named as an additional insured shall be supplied to PVTA prior to the commencement of service. This insurance will protect the Contractor and PVTA from any and all claims that may arise from the successful Contractor's acts, omissions, or negligence. Any subcontractor(s) must be approved by the PVTA and must provide proof of insurance naming the PVTA as an additional insured party with the following minimum insurance coverages.

### **A. Commercial General Liability**

The Contractor shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products/completed operations; property damage, providing for a per occurrence limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

### **B. Workers' Compensation Insurance**

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the Commonwealth of Massachusetts, and of the laws of the United States, respectively.

### **C. Indemnification and Hold Harmless**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the PVTA and its respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other

liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the Contractor or subcontractor(s) or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of Contractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the PVTA contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor or subcontractor(s). This indemnification shall survive the completion of the Work or the termination of the Contract.

#### **D. Certificate of Insurance**

In conjunction with the above, the Contractor, and subcontractor(s) as the case may be, agree to furnish to the PVTA a Certificate of Insurance fully executed by an insurance company or companies licensed to issue insurance in the Commonwealth of Massachusetts and that is satisfactory to the PVTA for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

All such insurance coverage shall name PVTA as an additional insured, provide a waiver of subrogation and such insurance shall be primary and non-contributory. Such insurance shall protect the PVTA against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the project equipment for the purposes of this program and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has submitted a certificate of insurance to the PVTA naming the PVTA as additional insured and indicating that all policies contain a waiver of subrogation and that such insurance is primary and non-contributory, as well as and indicating that the other insurance requirements of this Section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to PVTA.

Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

### **25. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

#### **Exhibit A. Federally Required Contract Clauses**

#### **Exhibit B. State Requirements**

#### **Exhibit C. PVTA Procurement Procedures and Appeals Process**

**Exhibit D. General Information Form**

**Exhibit E. Cost Proposal Form**

**Exhibit F. Required Certifications**

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificate of Buy America
- Certificate of DBE Participation
- Certificate of Eligible Contractors

**Exhibit G. Schedule of Vehicles**

**Exhibit H. Request for Approved Equal**

## **SECTION II - SCOPE OF SERVICES**

### **1. STATEMENT OF WORK**

The PVTA requests responses from qualified firms for a major refurbishing/midlife repair of up to nine (9) Gillig Low Floor 40ft buses and up to six (6) Gillig Low Floor 35ft buses.

#### **A. Underbody**

1. The bus undercarriage shall be cleaned by high-pressure washing with a biodegradable degreasing agent. Areas to be cleaned include, but are not limited to, the attaching areas of all mild steel structural members, bulkheads, axle beams, rear axle and suspension area.
2. All loose undercoating is to be removed to allow for full access to inspect the structure.
3. This process shall also be performed prior to the application of corrosion protection to ensure there is no residual contamination to prevent the coating from adherence.
4. Fuel straps and fuel lines from fuel tank will be replaced.

#### **B. Structural Members**

1. After cleaning and before the application of corrosion protection material, all structural members, posts, gussets, and frame members shall be inspected for cracks, corrosion, deformations, lose or missing fasteners, and structural or accident damage. Damaged components shall be repaired or replaced with new components. All repairs to the structure shall be according to OEM and standard industry practice. Materials used shall be of the exact measure and composition of the material removed for repair. Fasteners showing wear or corrosion shall be replaced with new fasteners. All fasteners for new items shall be SAE J386 Grade 8 bolts or approved equal.
2. The upper exit door frame structure is to be fully inspected for cracks or structural damage. Repair methods to this area will be determined in consultation with PVTA.

#### **C. Mud Flaps and Splash Aprons**

1. New heavy-duty mud flaps shall be installed on the rear wheel well with OEM or equivalent if approved by PVTA. The measurement of ground clearance for the front and rear aprons shall be with the bus at curb weight, set on level ground at the OEM recommended ride height. New fasteners will be used to attach the aprons. Flat washers are to be used under the self-locking nuts. ("Nyloc" type locking nuts are not acceptable.)
2. New heavy-duty splash aprons shall be installed with new OEM or equivalent if approved by PVTA.
3. The front apron shall be installed on the bulkhead behind the front axle and shall extend the full width across the bus and downward to a point within three (3) inches from the ground.
4. The rear aprons shall be extended to within three (3) inches of the ground and cover the width of the rear duals only.

5. The dimension for the measurement of ground clearance for the front and rear aprons shall be with the bus set on level ground at the OEM recommended ride height.

#### **D. Corrosion Protection**

1. All exposed mild steel housing, bulkheads, plating, posts, structural and framing surfaces under the bus shall have PPG Cora-Shield undercoating properly applied to prevent corrosion. Corrosion protection shall be applied when the undercarriage is thoroughly clean and dry to ensure coating adherence. Areas of light, damaged or missing undercoating shall be covered. All other areas of the bus shall be protected from overspray or cleaned if sprayed. All dissimilar metals are required to have corrosion protection applied.

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

1. The air system shall be restored to like-new condition. The air compressor shall be replaced with a new OEM or equivalent unit with a capacity of 18.7 CFM, if approved by PVTA. All air system valves, and associated parts shall be replaced with new OEM or equivalent components if approved by PVTA. A new Haldex consep, 24-volt condenser/separator will be installed after air compressor and before air dryer, as per manufacturer's recommendations. New air fittings shall be DOT rated push-to-connect fittings. A new Haldex Purest 24-volt air dryer with heating element shall be installed, with purge valve and heater assembly.
2. Air tanks shall be removed from the bus and shall be thoroughly cleaned. Once cleaned, tanks shall be inspected and pressure-tested before they are reinstalled. Tanks that fail the pressure test or have other damage shall be replaced with new tanks. When reinstalled a new Haldex 24-volt automatic drain valve will be added to air tanks, part number 41010021.
3. The driver's control valves such as door valves, air system, etc. and relays shall be replaced with new OEM components or equivalent if approved by PVTA. All parts and labor shall carry a 12-month warranty on vendor supplied parts.
4. Replace main air line.

#### **F. Exhaust/Emissions Systems**

1. Exhaust System  
The entire exhaust system shall be inspected and cleaned to original OEM specifications. All clamps, isolators, and any attaching hardware shall be replaced with new OEM or equivalent if approved by PVTA. DPF and Catalyst will be removed and replaced with new OEM or equivalent if approved by PVTA. Install a new OEM or equivalent if approved by PVTA: Dosing Valve, Dosing Pump, DEF Heater Lines, DEF Tank, DEF Sending Unit, and ACM Module. The emissions control system shall be completely serviced, and all sensors and other necessary components inspected and in proper working order. Upon completion of all engine and emissions system work, the bus shall meet the performance standard set by the EPA.
2. Engine Compartment
  - a. The engine compartment shall be steam-cleaned. The engine blanket and all insulating material shall be repaired or replaced as required. The firewall shall be



inspected for integrity and necessary repairs made. All engine compartment switches, gauges, solenoids, terminal blocks and Amphenol connectors are to be replaced with new components. Wiring harnesses in the engine compartment shall be replaced with new OEM or equivalent harnesses if approved by PVTA. All wiring throughout the bus shall be inspected to ensure that it is properly protected in conduit and secured such that it is not damaged by contact with the bus structure or other components. Engine compartment lights shall be replaced with three (3) new LED lamps.

- b. The transmission oil cooler, supply lines and fittings will be replaced with new parts of equal size and/or capacity. The cooler assembly will be powder coated for additional corrosion resistance.

## **G. Radiator/Cooling System**

### **1. Radiator/Cooling System**

The radiator, electric fan system, and charge-air cooler along with all associated parts shall be replaced along with new hoses and clamps. New top radiator hanger bushings and bolts shall be installed. Isolation mounts shall be replaced with new mounts. New extended life coolant shall be installed, protected to -20 F.

### **2. Surge Tank**

The surge tank shall be cleaned, inspected and pressure tested. The surge tank relief valve assembly, sight glass, all gaskets, low coolant probe, insulating washers and retainer shall be replaced with new components as needed. All engine and transmission cooling system hoses and clamps shall be replaced. New hoses shall be silicone, meeting OEM specifications. Clamps shall be constant-torque, stainless steel. All coolant lines shall be routed and bracketed in the original OEM configuration. The radiator shall be painted with a corrosion-resistant coating; the surge tank shall be similarly coated unless it is stainless steel.

## **H. Climate Control System**

1. The air conditioning system shall be thoroughly restored as follows: Cooling fins shall be cleaned. At least 90% of the fin surface shall be available for unobstructed airflow. The system shall be evacuated, and all hoses and clamps shall be replaced. New hoses shall be silicone, meeting OEM specifications. Clamps shall be constant-torque, stainless steel. Any valves found to be defective in any way shall be replaced with new components. System shall be recharged with R134A refrigerant. All air-conditioning and ducts shall be cleaned and flushed.
2. All condenser and evaporator fan motors shall be replaced with new OEM or equivalent if approved by PVTA. All insulation shall be replaced on a/c system tubing.
3. The water circulation pump and water valves shall be completely restored or replaced to OEM specifications.
4. The filter drier, receiver tank and sight glass and flexible lines off compressor will be replaced with new OEM or equivalent if approved by PVTA.
5. The HVAC system wiring shall be inspected, and any loose or defective wiring shall be replaced. All filters in the HVAC system, including those in the driver's area, shall be replaced with new OEM or equivalent if approved by PVTA. Any loose or damaged

insulation around the HVAC unit shall be replaced. The HVAC system shall operate in accordance with OEM specifications upon completion of the work.

## **I. Suspension**

1. All suspension component fasteners shall be new OEM or equivalent if approved by PVTA and torqued to OEM specifications with a contrasting color torque stripe affixed across the rotating fastener and an adjoining fixed component and shall be in a location easily seen by an inspector.
2. All shock absorbers, shock absorber bushings and hardware, air springs (bellows), radius rods, torque rods, sway bar links, all fasteners, sway bar bushings and clamps, roll pins, lateral rod brackets, U-bolts, bumpers, spacer washers, washers, retainer washers, and washers with shoulders shall be replaced with new.
3. Shock absorber mounts shall be replaced with new.
4. Mounting towers that are cracked, corroded or deformed will be replaced with new.
5. All front axles not within OEM tolerances shall be repaired or replaced using accepted industry practices.
6. Radius rods, bushings, and brackets.
7. All radius rod assemblies shall be replaced with new rods, bushings and hardware. Rear radius rod mounting pins and beam supports shall be replaced with new OEM or equivalent if approved by PVTA. All bolts shall be replaced with new OEM or equivalent if approved by PVTA and shall be torqued to OEM specifications.
8. The front radius arm assemblies and associated hardware will be replaced with new components. Front lateral rods shall be replaced with new lateral rods. All bolts and nuts shall be torque to OEM specifications. All suspension hardware shall have torque putty or a mark indicating the torque has been properly set. The mark shall be a contrasting color and applied to the face of the hardware in plain view.
9. All radius rod bushings shall have "anti-seize" type protection before installation into the bus, none between the bushing and the rod.

## **J. Shocks**

All shock absorbers and bushings will be replaced with new vendor supplied components meeting OEM specifications. Both front and rear shock mounts shall be replaced. All bolts shall be torqued to OEM specifications.

## **K. Bellows Assemblies**

1. All bellow assemblies, including plates, pistons and adaptors, shall be replaced with OEM or equivalent if approved by PVTA. All bellow assembly mounting hardware shall be replaced using vendor supplied components.
2. The front and rear bellows and shock absorber mounting towers shall be inspected for cracks or deformities and replaced if OEM specifications are not met. The bottom shock absorber mounting area shall be checked for cracks, elongated mounting holes and other

evidence of deformation or damage. Those with elongated mounting holes or other forms of deformation will be replaced with vendor supplied components.

3. All suspension bolts, nuts and washers will be replaced with new OEM or equivalent if approved by PVTA.

#### **L. Axle Stops and Bumpers**

All axle stops and bumpers shall be inspected and replaced as needed.

#### **M. Leveling Valves**

Leveling valves shall be replaced with OEM or equivalent if approved by PVTA and the ride height shall be adjusted to OEM specifications. Ride height shall be checked with the bus at curb weight, parked on level pavement.

#### **N. Warranty**

All work on the suspension and all parts shall carry a minimum 12-month warranty.

#### **O. Axles, Steering and Wheels**

1. Drive and steer axles to be replaced with new OEM or equivalent if approved by PVTA.
2. Steering Assembly: The following components shall be replaced with new vendor supplied components:
  - Tie rod ends
  - Drag link ends
  - Steering Shaft U-joint
  - Steering right angle gear box replaced with new.
  - Steering column rebuilt with new pivots, bushings, bearings, slide shafts and u joints.
  - The steering box will be replaced with a remanufactured unit.
  - Power steering hydraulic pump replaced with new.
3. Component installation shall conform to OEM recommended practice, using the required tooling. Components shall be properly lubricated after installation.
4. All drag links and tie rod ends including all shafts are to be removed and replaced with new OEM or equivalent if approved by PVTA.

#### **P. Air Valves and Hoses**

1. All valves and hoses associated with the brake system shall be replaced with new OEM or equivalent if approved by PVTA. Valves to be replaced include but are not limited to:
  - Parking brake relay valves
  - SR-1 valve
  - Service brake relay valves
  - Treadle valve (brake application valve)
  - All check valves
  - All QR-1 valves
  - All ABS-related valves

- Interlock system valves
  - Pressure protection valves
  - Brake and accelerator valves and linkage
  - Kneel solenoid valve assembly
2. Brake Chambers: All air lines and/or tubing, both flexible and rigid, shall be tested, inspected, and replaced as required. Line supports and fittings shall be inspected and replaced as required. If required, replacement hoses, fittings, line supports, hardware, etc. shall be to OEM specifications.
  3. All front and rear brake chambers are to be replaced with new OEM or equivalent if approved by PVTA.
  4. All rubber air lines mounted to the chambers are to be replaced with new.
  5. The chamber stroke length will be measured to ensure proper operation.
  6. All hardware to connect the chamber to the slack adjuster is to be replaced.

#### **Q. Kneeling System**

1. All kneeling system components including solenoid switches, connections, and wiring shall be inspected and rebuilt or replaced with new if found to be non-functional.
2. The kneeler warning alarm shall be replaced.

#### **R. ABS System**

1. All anti-lock brake system (ABS) sensors shall be replaced with new sensors. Sensors shall be properly adjusted to OEM specifications to the pulse rings on the hubs. ABS sensor harness connections shall be weather-tight.
2. There are to be no modifications made to the ABS harnesses.

#### **S. Warranty and Testing**

Brake system shall be fully tested before each bus is returned to PVTA. Contractor shall warranty all brake components, except friction material, for one (1) year. Prior to delivery from the Contractor's facility the following tests shall be performed on the vehicle's air system:

- The bus shall be started and run at idle. The bus shall charge the air system from forty (40) psig to the governor cut-off pressure in less than three (3) minutes.
- The bus shall be started, and the air system shall be charged until the governor cut-off is reached. The bus will then be shut down. The bus shall not leak down more than five (5) psi as indicated on the instrument panel mounted gauges, within (15) minutes from the point of governor cut-off.
- If the bus does not successfully complete the air system tests, the air system shall be re-inspected, and all necessary repairs performed. After the repairs are completed the above tests shall be repeated until passed.

## T. Interior

1. All decals will be replaced with new. The Contractor shall contact Gillig Corporation for the latest PVTA decal package.
2. Driver's Compartment:
  - a. Dash panel lights shall be replaced as required. Cracked dash panels shall be replaced with new panels and reinforced. The dash and the driver's area (entire cockpit) shall be painted with a black satin finish paint to eliminate hazardous reflections and glare. Worn or missing labels for driver controls shall be replaced.
  - b. All driver controls shall be checked for proper operation. The brake and accelerator pedals shall be replaced with new pedals. Driver sun visors shall be checked for proper operation and necessary repairs made.
  - c. All driver sunshades shall be in working order. If worn, torn, or otherwise damaged, sunshade shall be replaced with new OEM or equivalent if approved by PVTA.
  - d. The driver's side window frame shall be removed and thoroughly cleaned. Any damaged or corroded window track shall be replaced with new track. Any cracked, scratched or chipped glazing shall be replaced. When reassembled, the window shall be tested for ease of operation.
  - e. Driver Seats: The driver's seat in each bus shall be replaced with a new **Recaro Ergo M** seat or equivalent with a 3-point ELR seat belt of maximum length with orange webbing that meets Federal Motor Vehicle Safety Standard (FMVSS). The belt shall be of the maximum length, having an automatic retractor on the left side, and the mating part on the right side shall be as short as possible. Controls shall be on the right-hand side. The seat covering shall be black leather. The seat shall have a seat belt alarm.
  - f. Alterations from the above must be approved by PVTA.
  - g. Contractor shall provide optional pricing to purchase and install new Driver Protection Barrier if approved by PVTA. Barrier must be installed and function per OEM specifications as per manufacturer.
3. Plexiglass barrier on the right side of the vehicle, to the left of the front door (when entering), in front of the wheel well, should be replaced if cracked.
4. Replace steering wheel and horn button.

## U. ADA Accommodations

1. All ADA-required passenger accommodations shall be thoroughly inspected for proper functionality and defective components shall be replaced.
2. Wheelchair securement restraint belts and retractions shall be replaced with new Q'Straint with retractable T-bar or approved equal. Securement pockets shall be cleaned of dirt and debris. Wheelchair restraints shall be checked for proper extension and retraction.
3. Flip seats shall be checked for proper operation and repairs made as necessary.

## **V. Interior Lighting**

All interior passenger lighting will function per OEM specifications.

## **W. Destination Signs**

1. The rubber gasket around the front destination sign glass shall be replaced on all buses. The Contractor shall ensure that the new gasket is properly installed, such that there are no water leaks.
2. Exit Signals & Public Address System: "Stop Requested" signs shall be cleaned and checked for proper operation. All touch tapes shall be replaced with new PVRTA approved touch tapes, coated with yellow plastic. Chime signals shall be checked for proper operation and defective components shall be replaced. The public address system shall be inspected for proper operation and any defective components shall be replaced.

## **X. Ceiling and Wall Panels**

Ceiling and Wall Panels shall be thoroughly inspected and detailed to a like-new condition.

## **Y. Windshield Wiper and Washer System**

1. Replace with new all rubber hose and sprayer nozzles for windshield washer system.
2. Repair or replace all other parts for the windshield washer and wiper system that are non-functional.

## **Z. Body Exterior**

1. The Contractor shall replace any scratched, chipped, cracked or broken windshields. New rubber gasket material shall be installed around the windshields and checked for water leaks after installation.
2. Passenger window frames shall be removed and thoroughly cleaned. Damaged or corroded window track shall be replaced with new track. Inoperative hardware shall be replaced. Any cracked, scratched or chipped glazing shall be replaced with glazing having the same tint density as the other windows in the bus. When reassembled, windows shall be tested for ease of operation. Egress windows shall be tested for proper operation in an emergency. New emergency egress window decals shall be installed.
3. Passenger doors shall be thoroughly cleaned and serviced. Loose panels shall be repaired. Any worn, damaged or defective door components shall be replaced. Lighting at doorways shall be replaced with LED lights providing the level of illumination required by ADA. All sensitive edges on doors shall be checked for proper operation and defective components shall be replaced. Rubber door edges and brushes on the bottom edge of door panels shall be replaced. Door closing speeds shall be checked and adjusted to OEM specifications as necessary.
4. Access doors and panels, including but not limited to, the rear engine access door, curbside and street side access panels at the rear of the bus and the electrical compartment access panel located below the driver's window, shall be completely reconditioned. The accessible area behind each door or panel shall be steam-cleaned or power-washed where practical. All hardware shall be replaced with new hinges, springs, latches, prop rods, gas cylinders and bumpers installed. Insulation material shall be

removed and replaced with new material. Seals around each door or panel shall also be replaced.

5. Damaged access doors and panels shall be repaired or replaced as necessary and adjusted to ensure the doors lie flush to the bus body with even spacing and operate properly.
6. If damaged, exterior ad frames will be replaced with new, equivalent quality and size ad frames. Exterior ad frames shall be replaced with new, aluminum frames or approved equal. King frames (driver side) 144" W x 30" H. Princess (passenger side) 88" W x 30" H. Tail (rear) 50" W x 17" H.
7. All skirt and body panels shall be repaired or replaced as necessary to OEM specifications. Structure tubing that has been damaged shall be replaced with new and PPG "Coratube" or Equivalent corrosion protection applied.
8. Replaced panels shall be attached to the frame in accordance with OEM procedures.
9. The underside of all new panels shall have primer applied to prevent corrosion.
10. "Sika Flex" shall be used for attaching side panels to frame.
11. Exposed and new frame structure and the underside of panels shall be thoroughly cleaned and then protected with "Corashield" or Equivalent.
12. All wheel opening fenders that are damaged will be replaced.
13. Front and rear bumpers shall be inspected and replaced as needed.
14. Mirror motors will be replaced. Mirror glass shall be inspected and replaced as needed.

#### **AA. Battery Compartment**

1. The battery compartment of each bus shall be thoroughly cleaned and completely restored. The battery tray shall be removed and replaced with a new tray, including slides and latches.
2. Battery cables shall be replaced. New PVTA approved batteries shall be installed. The battery compartment door shall be reconditioned with new insulation and hardware including hinges, props and latches. New battery compartment decals shall be applied. Dielectric grease and battery corrosion protection on all electrical components is required.
3. Battery disconnect switch will be replaced with a new OEM or equivalent if approved by PVTA.
4. The Battery tray rollers will be replaced with new.
5. The Battery cover will be inspected and repaired or replaced as required

#### **BB. Rubber Wheel Well Molding**

Rubber shall be replaced with new wheel well molding. Wheel well molding shall be attached to the wheel well.

### **CC. Exterior Lights**

1. All exterior lighting will function per OEM specifications.
2. All headlamp assemblies shall be upgraded to LED with new OEM or equivalent approved by PVTA.

### **DD. Rub Rails and Molding**

The rub rail and rubber molding on each bus shall be carefully inspected. Missing and damaged portions shall be replaced with new material and gaps between sections of molding material shall be eliminated.

### **EE. Roof Hatches**

1. All roof hatch units shall be cleaned and inspected to ensure proper operation for both ventilation and as a means of egress in an emergency. Seams shall be re-caulked. Damaged or inoperative hatches shall be replaced with new OEM or equivalent if approved by PVTA.
2. Roof seam, cap seams, and roof hatch seams are to be inspected and resealed as required.
3. Drip edges shall be inspected and repaired as necessary and loose or missing attaching rivets shall be replaced.
4. The bus roof ID numbers will be reapplied per PVTA specifications after vehicle paint.

### **FF. Ramp Replacement**

1. The front step well wheelchair ramp assemblies shall be replaced with a new Ricon 1:6 Ratio ramp assemblies, identical in dimension and having at a minimum, the same capacity as the old lift. New ramps shall carry a minimum one (1)-year manufacturer's warranty. Each ramp shall be replaced with the OEM or equivalent if approved by PVTA.
2. Bent skid plates beneath the ramp shall be straightened or replaced to ensure the proper protection of the lift assembly.

### **GG. Painting**

3. The Contractor shall take steps to ensure that body damage, including dents, scratches, rust, cracked fiberglass caps or panels and other damage on each bus is properly repaired: Repairs shall be completed prior to painting. All loose and damaged trim pieces shall be repaired and properly secured to the bus. Particular attention will be given to the radiator, charge air cooler, and other sensitive areas to prevent over-spray.
4. All surfaces to be painted shall be first sanded and cleaned of dust or residue. Primer shall be appropriate for the finish paint. All surfaces are to be primed and sanded prior to finish paint.
5. Paint finish material shall be approved by PVTA. Repainting shall be OEM quality. Paint shall be applied smoothly and evenly, with all surfaces free of dirt, runs, sags, orange peel, and any other imperfections. Paint finish shall be a minimum of 3 mil thickness per coat, applied and baked per the manufacturer's specification. Old paint lines shall not show through the new paint. Contractor shall be responsible for cleaning any areas of



overspray. The application of decals, including bus numbers, shall be consistent with PVTA's existing fleet. Please see attached paint and decal schematic.

## **HH. Powertrain**

### **1. Engine (Provide Option pricing to replace the engine on a per bus basis if deemed necessary and approved by PVTA)**

The Contractor will diagnose engines for faults/repairs on each bus to determine if replacement is required or what repairs are needed. The Contractor will review diagnosis results with PVTA Project Manager for approval to move forward with repairs or approval for the Contractor to purchase and install Cummins ISL 280 remanufactured engine.

The Contractor is responsible for all costs of the installation of the remanufactured engines in the PVTA vehicles.

The Contractor shall modify or reprogram any of the equipment that interfaces with the remanufactured engines that is not supplied with the remanufactured engines.

The Contractor shall furnish and install new and unused components applicable to the remanufactured engines in compliance with Cummins Engine Company ReCon Engine Standards.

The Contractor shall install new OEM or equivalent alternators and starters if approved by PVTA. A new OEM or equivalent voltage regulator shall also be installed if approved by PVTA.

### **2. Transmission (Provide Option pricing to replace the transmission on a per bus basis if deemed necessary and approved by PVTA)**

- a. The Contractor will diagnose transmission for faults/repairs on each bus to determine if replacement is required or what repairs are needed. The Contractor will review diagnosis results with PVTA Project Manager for approval to move forward with repairs or approval for the Contractor to purchase and install a new or remanufactured Allison B400R transmission.
- b. The Contractor is responsible for all costs of the installation of the remanufactured transmissions in the PVTA vehicles.
- c. The Contractor will supply a new transmission wiring harness and shall modify or reprogram any of the equipment that interfaces with the remanufactured transmissions that is not supplied with the remanufactured transmissions.
- d. The Contractor shall furnish and install new and unused components applicable to the remanufactured transmissions in compliance with Allison Transmission Company ReCon Transmission Standards, including new OEM or equivalent transmission cooler if approved by PVTA.

## **II. Transmission Electronic Shift Control**

Driver's shift control is to be replaced with new OEM part.

## **JJ. Drive Shaft**

Inspect and repair the drive shaft assembly. Propeller shaft shall be rebuilt with new universal joints. Slip-joint and counter-balance shall be checked and replaced as required.

## **KK. Defroster/Driver Heater**

1. Driver's heater is to be inspected for proper operation. The driver's heater core is to be cleaned and inspected. All heater hoses, clamps and water shut-off valves are to be replaced. Clamps shall be **Constant-Torque** or equivalent.
2. Replace Defroster Valve/Motorized Valve Assembly.
3. Defroster ducts must be inspected and repaired.
4. Control cables shall be inspected and replaced as required.
5. Wire connectors are to be inspected and replaced as needed.
6. Heater box is to be inspected and repaired or replaced as required.

## **LL.Hidden Damages**

It is understood that given the dynamic nature of this type of project, scope may need to be amended if additional complications are revealed during the course of the project. Any such changes in the work scope will be presented to PVTA for approval in advance of any work.

The successful bidder upon "tear down inspection" of each bus will develop and submit a parts list along with photos of the damaged area(s) to support their request for applicable warranted parts. This parts list with supporting photos shall be sent to the Pioneer Valley Transit Authority's Director of Maintenance (Cean Comley) at 665 Cottage Street, Springfield, MA 01104.

## **MM. AVL/ITS System (Alternate #1)**

PVTA's enterprise AVL/ITS system is Avail Technologies. PVTA requests an upgrade to the onboard legacy hardware to the new generation of Avail Technologies in-vehicle systems. This is a sole source upgrade, Alternates will not be accepted.

The Contractor shall furnish and install new components applicable to PVTA's AVL System in compliance with Avail Technologies:

1. Remove Old IVU/IEB slide plates, Mackenzie, existing MDT, GPS antenna, APC sensors, vehicle cabling as needed
2. Install Avail Next Gen Full ITS System & Equipment including,
  - a. 10" Operator Display
  - b. IVLU3 (assembly, slide plate & cabling including but not limited to - PA AMP, Power Filter, Back-up Battery, Simma J1708 Controller, J1708 Block
  - c. PVTA provided Cradlepoint IBR900 modems
  - d. CCM with VoIP, GPS antenna (44UB), network switch, MGR interface cabling to PVTA provided Cradlepoint IBR900 modems
  - e. Vehicle System Cabling for Fixed Route
  - f. Vehicle Health Monitoring (VHM) Cabling
  - g. APC sensors to replace the existing sensors and connect to the existing GW-200 APC Gateway
3. Unchanged ITS equipment:
  - a. APC gateway, Sunrise interior sign, Kenwood Voice Radio & handset

## **SECTION III – SPECIAL INSTRUCTION**

### **1. CHANGE ORDERS**

- A. If during the course of restoration of any bus, PVTA deems additional work or material necessary, PVTA may issue a Change Order.
- B. Change Orders are at the sole discretion of PVTA. A detailed estimate specifying materials, labor, overhead and profit shall be provided by the Contractor for any proposed work outside of the scope of this project.

### **2. DURABILITY OF WORKMANSHIP AND MATERIALS**

The design parameters during restoration shall be with a view to ensure the service life of the buses for its economic life.

### **3. WARRANTY REPAIRS**

- A. At its option PVTA may require the Contractor to perform warranty-covered repairs, or work may be performed by PVTA with reimbursement by the Contractor.
- B. The Contractor shall maintain a Warranty Representative, with contact information, through the life of the longest warranted components. That person shall have the responsibility of ensuring that all repairs are cleared and that repairs are expedited. The Contractor shall name the individual who is intended to serve in this capacity.
- C. Contractor shall provide a complete warranty summary for each vehicle. The warranty summary will be in excel, and as a minimum should list the following:
  - Bus identification number
  - A list of all warranty parts
  - Start and end date of warranty
  - Warranty id number if applicable
  - Contact information for warranty repairs
- D. Repairs by Contractor: If PVTA requires the Contractor to perform warranty-covered repair:
  - The Contractor's representative must begin, within three (3) working days after receiving notification of a defect from PVTA.
  - Work necessary to effect repairs, subject to availability of materials
  - PVTA shall make the bus available either at the PVTA Maintenance Garage or at a repair facility within the PVTA service area, to complete repairs timely with the Contractor's repair schedule.
  - The Contractor shall complete repairs within five (5) days after receiving notification.
  - Delays in completing repairs must be reported to PVTA before the five (5) days repair period expires.
  - The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs.

- At PVTA's option, the Contractor may be required to remove the bus from PVTA's property while repairs are being affected. If the bus is removed from PVTA's property, the Contractor's representative must diligently pursue repair procedure.
- E. Repairs by PVTA: If PVTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly or at a period to be mutually agreed upon a report of all repairs covered by this Warranty shall be submitted by PVTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
  - F. Contractor Supplied Parts: PVTA may request that the Contractor supply new parts for warranty-covered repairs being performed by PVTA. These parts shall be shipped prepaid to PVTA from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.
  - G. Defective Components Return: The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The Contractor shall pay the total cost of this action. Materials should be returned in accordance with Contractor's instructions.

#### **4. REIMBURSEMENT FOR PVTA COMPELTED WARRANTY REPAIRS**

- A. Labor reimbursement will be made by the Contractor to PVTA for labor involved in removing and replacing such defective part or parts in an amount determined by multiplying an agreed upon number of man-hours for the removal and replacement of such defective parts by a per-hour mechanical labor rate (presently \$61.00/hour) which shall not exceed the rate in effect in PVTA's service garage at the time of performance of such labor. The Contractor will be charged at the prevailing wage rate in effect at PVTA at the time the work is performed.
- B. Reimbursement will be made by the Contractor to PVTA for replacement parts and shall be in the amount of the current cost of part or parts plus fifteen (15%) percent handling charge. All transportation costs shall be the responsibility of the Contractor.
- C. The contractor shall ensure the evaluated parts, whether replaced or not, are free from defects for a period of 1 year.

#### **5. WARRANTY AFTER REPLACEMENT/REPAIRS**

If any component, unit or subsystem is repaired, restored or replaced by the Contractor or by PVTA's personnel, the subsystem shall have the unexpired warranty period of the original subsystem.

#### **6. EXCEPTION TO WARRANTY**

The warranty shall not apply to scheduled maintenance items, items such as tires and tubes, items furnished by PVTA such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible. The provisions of this warranty shall not apply to any coach that has been subject to misuse, negligence or accident.

## **7. PROJECT MANAGEMENT AND INSPECTION**

- A. PVTA's Technical Project Manager/Inspector: PVTA shall designate the Technical Project Manager to be its liaison with the Contractor on all technical matters pertaining to the work. The Technical Project Manager is empowered to act on behalf of the Authority in such matters as acceptance of Contractor's drawings, test procedures, and coach acceptance. The Technical Project Manager is responsible for technical issues on behalf of PVTA.
- B. The Contractor shall permit PVTA to be represented at the Contractor's plant by inspectors. Said Inspectors may monitor in the Contractor's plant or any facility as well as any and all work regarding the restoration of transit buses under this procurement. The inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the buses for delivery. Upon request to the quality assurance supervisor, the inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include, but not limited to, drawing, materials standards, parts lists, inspection processing and reports and records of defects. PVTA shall have the right to reject any design, workmanship or materials which do not conform to generally accepted practice. Any work so rejected shall be corrected by the Contractor at the Contractor's expense. The resident inspector has the authority to cease the final inspection if the inspector deems the vehicle not ready for inspection.

## **8. VEHICLE RECORD KEEPING**

- A. The Contractor shall maintain a complete record on each vehicle. The record is to include, but is not limited to, the Vehicle Identification Number, bus number, component serial numbers, before and after repairs, tire numbers and locations.
- B. A final Vehicle Completion Sheet is required to be signed off by the Contractor and shall be forwarded to the Project Manager upon completion and shipment of each bus.
- C. A summary of all testing and restorations completed for each vehicle shall also be completed.
- D. The completed vehicle record shall be supplied to PVTA's Project Manager or designated inspector before delivery of each vehicle.

## **9. PREDELIVERY TEST**

PVTA may conduct on-site evaluation tests at the Contractor's facility for each bus following completion of restoration and before delivery to PVTA. These pre-delivery tests shall include visual and measured inspections of all work in compliance to this specification as well as testing and total coach operation. The tests shall be conducted and documented in accordance with written test plans supplied by the Contractor. Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the Technical Requirements for the restoration of Transit Buses. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

## **10. PAYMENT TERMS**

Contractor is to submit a detailed invoice for each completed bus after receiving signed Vehicle Completion Sheet from PVTA's Project Manager. Invoices will be paid net 30.

### **11. ASSUMPTION OF RISK**

Selected contractor agrees to assumption of all risk associated with the project, including but not limited to all transportation and safety of all vehicles, security of vehicles on contractor's premises, and liability insurance for vehicles.

### **12. REPLACEMENT PARTS**

All proposed parts must be approved by the PVTA's Project Manager.

### **13. SCHEDULING**

Specific schedule for the restoration of buses will be coordinated and agreed upon with PVTA's Project Manager and selected contractor.

# SECTION IV - RESPONSE REQUIREMENTS

## 1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Four (4) identical hard copies of the proposal shall be submitted along with a separate hardcopy of the price proposal in a sealed separate envelope. Submit an electronically copy (or USB thumb/flash drive.) The proposal must include a cover letter, a table of contents and the General Information Form, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 10 - 8 ½ X 11 sheets or 20 pages of double-sided prints. Font size 12 points. Required certifications are not considered part of the page limit. Marketing materials and/or product brochures are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of services to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services.

**Any items omitted from this specification which are clearly necessary for the successful completion of the project shall be considered a portion of the project although not directly named in these specifications.**

### A. . GENERAL INFORMATION FORM

The Proposer must provide a completed and signed General Information Form as shown in Exhibit G.

### B. COVER LETTER

Each Proposer shall submit a maximum two-page letter including the name and address of the firm submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture.

### C. STATEMENT OF QUALIFICATIONS

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer. This section should establish the ability of the Proposer to satisfactorily perform the services

The following are the requirements for qualifying responsible firms. All of these requirements must be met; therefore, they are not listed in any particular order of importance. The Proposer that does not meet the requirements, and cannot be made to meet the requirements, may be determined not responsible and its proposal will be rejected. The requirements are as follows:

- The Proposal must include a statement regarding the experience and performance of the Proposer in providing vehicle overhaul services similar in scope to those requested in this RFP. This section should establish the ability of the Proposer to satisfactorily perform the services.
- The Proposer must possess a minimum of five (5) years of experience in performing transit vehicle overhaul and, demonstrate it has the ability to fulfill the obligations of this contract.
- The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor. Include their DBE status if applicable. The Proposer should make efforts to invite DBE participation.
- The proposal must also include a list of references (at least three (3)) to which the Proposer has provided transit vehicle overhaul services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a short narrative describing the project, its present status, and total contract value. Proposer shall ensure that contact names/telephone numbers are accurate.
- Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The Proposer shall submit the most recent year's annual reports or a comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
- Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all transit buses within the time specified in the Contract
- PVRTA reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.
- The proposal must include information that includes whether or not the Proposer within the past seven years has failed to complete a contract for any reason or had any contract terminated before its original expiration date, the Proposer must provide a list of all such contracts and an explanation for the non-completion or early termination.

#### **D. TECHNICAL INFORMATION**

The Proposer shall provide a narrative that addresses the Proposer's proposed work plan, project schedule, quality assurance and testing procedures.

The Proposer is to follow the specific format below. The contents of this section should be tabbed to coincide with the list and include at a minimum:



1. Detailed technical work plan of overhaul activities that coincide with the scope of work
2. Delivery schedule of overhauled vehicles. This section should include the proposed timeline. The schedule must show, in weeks, how long the project will take to complete and provide details of activities.
3. A complete description of Quality Assurance Provisions and Warranty Provisions.
4. A complete description of testing procedures

#### **E. REQUIRED CERTIFICATIONS**

The Proposal must submit the completed and signed certifications shown in Exhibit H. Failure to submit the certifications will result in the proposal not being evaluated.

#### **F. COST PROPOSAL FORM**

The Cost Proposal must specify the proposed cost to provide services as stated in this RFP. The cost proposal form shown in Exhibit E shall be completed for the Base Summary Bid. The cost proposal shall include all of the costs and expenses associated with the provision of the specifications as stated in the scope of work.

The Cost Proposal and additional spreadsheets must be submitted in a separate sealed and labeled package. PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed in the technical proposal.

#### **G. MISCELLANEOUS INFORMATION**

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

# **SECTION IV - PROPOSAL EVALUATION**

## **1. EVALUATION PROCEDURES**

An award will be made on a “best value” basis to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer’s ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the PVTA. PVTA shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed with said Proposer. However, PVTA shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause PVTA to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

PVTA reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). PVTA reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of PVTA.

## **2. TECHNICAL PROPOSAL**

The Evaluation Review Committee shall individually evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to make a selection of a proposal for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not caused the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria which they affect

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet PVTA's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated. The evaluation may, at the PVTA's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

The PVTA will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

#### **A. Firm's Qualifications and Experience – 30 Points**

Elements thereof include experience of Proposer providing services similar to the one described in this RFP. The ability of the firm to demonstrate that is capable and qualified to provide the required transit vehicle overhaul services. In determining the successful proposer, consideration will be given financial responsibility of the bidder, compliance with and responsiveness to technical specifications, past experience with Gillig transit buses or similar heavy duty urban transit vehicle overhauls, experience and qualifications of key personnel; availability of labor, availability of resources.

The quality of references provided will be evaluated and checked to determine competence.

#### **B. Technical Work Plan and Project Schedule – 30 Points**

Proposed technical work plan, project schedule and delivery commitment, Elements thereof include the following:

- Parts and materials proposed
- Processes to be followed
- Warranty provided,
- Exceptions to the specifications,
- Project Time-Line and delivery schedule

### **3. COST PROPOSAL**

#### **A. Proposed Price – 40 Points**

This aspect relates to the Proposer's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received and adequacy of data in support of figures quoted.

Cost Proposals will be evaluated in two ways: First, a unit cost per vehicle should be included. Secondly, a cost for multiple units (economies of scale, discounts, etc.) should be included. The PVTA reserves the right to exercise any options and will evaluate the pricing for such options as part of the overall project cost.

The price should include transportation costs to the PVTA's designated delivery site at Cottage Street, Springfield, MA.

The Proposal asserting the lowest cost will receive 40 points. All other proposals will receive between 1 to 30 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- A.) Divide lowest proposed cost by cost of relevant proposal.
- B.) Multiply result from step A times 40 points to determined points to be awarded.

***EXHIBIT A – FEDERAL CONTRACT CLAUSES***

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

### **No Obligation by the Federal Government.**

(1) The PVTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the PVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**Access to Records** - The following access to records requirements apply to this Contract:

1. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the PVTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the PVTA which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the PVTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the PVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

5. FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** - Contractor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PVTA and the federal agency as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In

addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.



## **Termination**

**a. Termination for Convenience.** The PVTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the PVTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the PVTA, the Contractor will account for the same, and dispose of it in the manner the PVTA directs.

**b. Termination for Default.** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the PVTA may terminate this contract for default. The PVTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the PVTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within [10] days from the beginning of any delay, notifies the PVTA in writing of the causes of delay. If in the judgment of the PVTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PVTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PVTA.

**Suspension and Debarment-** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the

Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Contractor or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by PVTA. If it is later determined that the Contractor or Contractor knowingly rendered an erroneous certification, in addition to remedies available to the PVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PVTA's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the PVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the the PVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the PVTA is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to

and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the PVTA, Gregg Wies & Gardner Architects, LLC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification (**see page D4 of this RFP**) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the PVTA and understands and agrees that the PVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the PVTA and understands and agrees that the PVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Cargo Preference - Use of United States-Flag Vessels** - The Contractor agrees:  
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subContractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Fly America Requirements** - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Buy America** - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The PVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.6%. There is no DBE goal for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the PVTA deems appropriate. Each subcontract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful Contractor/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subContractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the PVTA. In addition, the Contractor may not hold retainage from its subContractors.

e. The Contractor must promptly notify PVTA, whenever a DBE subContractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subContractor to perform at least the same amount of work. The Contractor may not terminate any DBE subContractor and perform that work through its own forces or those of an affiliate without prior written consent of PVTA.

**Recovered Materials** - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the PVTA's requests which would cause the PVTA to be in violation of the FTA terms and conditions.

***EXHIBIT B: STATE REQUIREMENTS***

**MASSACHUSETTS REQUIREMENTS**

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for \_\_\_\_\_, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number



**PUBLIC CONTRACTOR DEBARMENT CERTIFICATE**

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from the award of any contract for public (local state or federal) work in the Commonwealth of Massachusetts under provisions of G.L. c. 29, §29F, G.L. c. 149, §44C or G.L. c. 7, §38D, or any other applicable state or federal debarment provision ant statute, rule or regulation.

Company name \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

***EXHIBIT C – PROCUREMENT AND APPEALS PROCESS***

# ***PVTA Procurement Procedures and Appeals Process***

## **1.0 General**

1.1 This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

## **2.0 Definitions**

- 2.1 "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.
- 2.2 All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.
- 2.3 "Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

## **3.0 Filing Of Protest**

- 3.1 An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.
- 3.2 Protest must be in writing and addressed as follows: Procurement Officer, PVTA, 2808 Main Street, Springfield, MA 01107. ATTN: Protest
- 3.3 The protester shall furnish two complete copies of the protest to the Procurement Officer, addressed as stated above.
- 3.4 A protest filed with the Authority shall:
1. Include the name, address and telephone number of the protester;
  2. Include an original signed by the protester or its representative;
  3. Identify the solicitation and purchase order number;

4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
  5. State the form of relief requested.
- 3.5 No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.
- 3.6 A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

#### 4.0 Time Of Filing

- 4.1 Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.
- 4.1.1 In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for RFP's.
- 4.2 The term "filed" regarding protests to PVTA means receipt of the protest submission in PVTA's Procurement Department.
- 4.3 PVTA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

#### 5.0 Notice Of Protest, Submission Of Authority Report And Time For Filing Of Comments On Report

- 5.1 The Procurement Officer shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Officer shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.
- 5.2 Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

5.3 Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Officer and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Officer or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Officer will furnish a copy of the report to the protester and interested parties who have responded to the notice.

5.4 Comments on the report shall be filed by the protester and interested parties with the Procurement Officer within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

5.5 Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Officer may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. PVTA's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Officer. Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.

8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

## 6.0 Withholding Of Award And Suspension Of Contract Performance

6.1 When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Officer determines in writing that urgent and compelling circumstances significantly affecting interests of PVTA will not permit waiting for the protest decision.

## 7.0 Conference Meeting

7.1 A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

7.2 Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest

7.3 If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

7.4 The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

7.5 Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

## 8.0 Remedies

8.1 If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Recompete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or

5. Such other recommendations as the Procurement Officer determines necessary to promote compliance.

8.2 In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

#### 9.0 Time For Decision By The Authority's Review Panel

9.1 The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of PVTA regarding a protest will be final.

#### 10.0 FTA Involvement

10.1 FTA Circular 4220.1F provides the following advice regarding appeals from the Authority's determination:

...A protester must exhaust all administrative remedies with the grantee (Authority) before pursuing a protest with FTA. Review of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated in that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

***EXHIBIT D General Information Form***



## **General Information Form**

Name of Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in business providing Transit Vehicle Overhauls: \_\_\_\_\_

Company Federal Taxpayer Identification Number \_\_\_\_\_

Organization is (check one):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Partnership         | <input type="checkbox"/> Association   |
| <input type="checkbox"/> Joint Venture       | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Public Agency |
| <input type="checkbox"/> Quasi-Public Agency | Other: (Explain): _____                      |  |

If the organization is a corporation indicate the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

If the organization is an individual or a partnership indicate the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners: \_\_\_\_\_

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

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: \_\_\_\_\_

\_\_\_\_\_

Officer responsible for Contract Performance: \_\_\_\_\_

\_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the PVTA with the services described in the Request for Proposal dated November 2021. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

***EXHIBIT E: COST PROPOSAL FORM***

**COST PROPOSAL FORM**  
**Transit Vehicle Overhaul Program**

Proposer: \_\_\_\_\_

The undersigned hereby agrees to furnish the equipment and service listed below pursuant to and in compliance with the Request for Proposal, Instructions to Proposers, Technical Specifications, the Standard Terms and Conditions, the terms of which are incorporated herein by reference.

Overhaul cost per Gillig low-floor diesel transit bus, including all parts, labor, parts shipping and transportation with optional pricing for engine and transmission:

	2010 Gillig 40ft LF Diesel	2010 Gillig 35ft LF Diesel
Labor Cost:	\$_____EA	\$_____EA
Parts Cost:	\$_____EA	\$_____EA
Transportation:	\$_____EA	\$_____EA
All other Costs:	\$_____EA	\$_____EA
 Total Cost per Bus:	 \$_____EA	 \$_____EA

Optional Pricing per bus for the Contractor to purchase and install the following:

Engine	\$_____EA	\$_____EA
Transmission	\$_____EA	\$_____EA
Driver Barrier	\$_____EA	\$_____EA

Alternate 1.

Optional Pricing per bus for the Contractor to upgrade and install the AVL/ITS System:

Labor Costs	\$_____EA	\$_____EA
Hardware Costs	\$_____EA	\$_____EA
All other Costs	\$_____EA	\$_____EA
 Total Cost per Bus:	 \$_____EA	 \$_____EA

***EXHIBIT F – REQUIRED CERTIFICATIONS***

## ***Certification of Eligibility***

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers  
List.

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or  
voluntarily excluded from participating in this transaction by any Federal department or  
agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted  
of or had a civil judgment rendered against it for commission of fraud or a criminal  
offense in connection with obtaining, attempting to obtain, or performing a public  
(Federal, State or local) transaction or contract under a public transaction, violation of  
Federal or State anti-trust statues or commission of embezzlement, theft, forgery,  
bribery, falsification or destruction of records, making false statement, or receiving stolen  
property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental  
entity (Federal, State or local) with commission of any of the offenses enumerated in  
Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or  
more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such  
Proposer shall include an explanation in such regard with its Proposal.

(Check One)

\_\_\_\_\_ I DO CERTIFY  
CERTIFY

\_\_\_\_\_ I DO NOT

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CERTIFICATION OF NON COLLUSION**

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CERTIFICATION ON RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Name & Title Name of Firm

hereby certify that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature & Title of Authorized Official



**BUY AMERICA CERTIFICATION**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Pioneer Valley Transit Authority that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

Name of bidder/offeror's firm: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please attach the names and addresses of any and all DBE eligible sub-Proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

**DBE GOOD FAITH EFFORTS DOCUMENTATION FORM**  
**ANNUAL DBE GOAL: 4%**

If Contractor has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. The Pioneer Valley Transit Authority may require that proposer provide additional substantiation of good faith efforts.

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

**DBE LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

***EXHIBIT G – SCHEDULE OF VEHICLES***

## SCHEDULE OF VEHICLES

The following vehicles are to be refurbished as specified. While this is the list anticipated for initial overhaul, PVRTA may opt to substitute like models for the initial listed vehicles.

<b>Bus #</b>	<b>Plate #</b>	<b>VIN</b>	<b>Vehicle Type</b>	<b>Odometer as of 09/15/20</b>
1659	22	15GGD2711A1178260	2010-GILLIG 40`	234,678
1654	624	15GGD2718A1178255	2010-GILLIG 40`	235,928
1651	612	15GGD2712A1178252	2010-GILLIG 40`	238,983
1661	604	15GGD2715A1178262	2010-GILLIG 40`	240,363
1653	618	15GGD2716A1178254	2010-GILLIG 40`	242,719
1662	470	15GGD2717A1178263	2010-GILLIG 40`	246,821
1655	491	15GGD271XA117825G	2010-GILLIG 40`	251,977
1650	547	15GGD2710A1178251	2010-GILLIG 40`	253,471
1652	128	15GGD2714A1178253	2010-GILLIG 40`	253,788
1571	473	15GGB2714A1178274	2010-GILLIG-35`	223,226
1568	116	15GGB2719A1178271	2010-GILLIG-35`	241,373
1574	457	15GGB271XA1178277	2010-GILLIG-35`	254,241
1577	455	15GGB271XA1178280	2010-GILLIG-35`	258,195
1563	43	15GGB2715A1178266	2010-GILLIG-35`	261,927
1575	93	15GGB2711A1178278	2010-GILLIG-35`	264,206

***EXHIBIT H – APPROVED EQUAL FORMS***



### Request for Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name. Each request shall constitute a separate page and must be submitted not less than seven (7) days before the date of scheduled due date. One file shall be submitted to PVTA on a USB Flash Drive with all of the requests. In order to expedite your request, please answer all the questions. Attach brochures, specifications, Material Safety Data Sheets (MSDS), test data, installation instructions and other pertinent information. **Do Not Submit samples until advised.**

Request # _____
Bidder's Name _____
Address _____
City _____ State _____ Zip Code _____
Contact _____ Title _____
Telephone _____ Email _____

Item Description _____
Proposed Use _____
Alternate to what existing product _____

Additional installation steps or mounting hardware required over current product? _____
Benefit over the current product? _____
Approximate Lead Time: _____
Approximate Cost per unit: _____
List other agencies currently using the product? _____ _____

Additional Comments to be considered?   
---

**PVTA Approved Equal Application Checklist**

Request # _____
Supplier _____ Date _____
Material Description _____
Supplier Stock Number _____
Application Description _____

*To expedite your request, please submit as much information as possible. Listed below are the items required to expedite your request. Incomplete submittal of all items listed, will not necessarily result in a denial of your application. PVTA will determine the level of supporting documentation based on the criticality of the part.*

<b><i>Please mark items included with application</i></b>	
Detailed supplier information; website, address, contact information	<input type="checkbox"/>
Detailed item description / Material Specification sheets	<input type="checkbox"/>
Performance specification sheets	<input type="checkbox"/>
Warranty information	<input type="checkbox"/>
Approximate price per unit	<input type="checkbox"/>
Approximate lead time	<input type="checkbox"/>
OEM endorsement, certification or OEM approval	<input type="checkbox"/>
Customer references	<input type="checkbox"/>
Documented history of supplying transit agency/agencies with bus parts	<input type="checkbox"/>
Evidence of having an effective quality control process	<input type="checkbox"/>
Sample part/parts provide upon request	<input type="checkbox"/>
MSDS sheet as requested	<input type="checkbox"/>

Additional Comments to be considered:
Applicant's Name:
Applicant's Contact Information: