



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: Holders of Contract Documents

FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: Addendum No. 1
RFP No. T-8000-0399R
Procurement of MARC III Minor Vehicle Overhaul

DATE: November 3, 2014

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This Addendum reflects changes made to the solicitation as listed in Addendum No. 1 – Attachment A. Note that all additions, deletions, and modifications are hereby made a part of the Contract Documents of MARC III Minor Vehicle Overhaul. All changes included on the succeeding pages are identified with red, bold text. Any text which is struck through has been deleted from the conformed specification. For brevity purposes, not all preceding or succeeding text is included in the RFP Changes Table, any text which is not included in the table should be considered unchanged. Any text written in blue is a note regarding the change and is not included as part of the updated RFP.

This Addendum also includes responses to Offeror's written questions in Addendum No. 1 – Attachment B.

A MARC III Technical Documents and Drawings DVD can also be obtained at the Offeror's request. Refer to RFP Change #1 for additional details.

Receipt of proposals to this solicitation is REVISED to January 9, 2015. Proposals will be accepted until, but not after 2:00 PM EST, on the revised date of January 9, 2015, at the following location:

**MTA – Office of Procurement
6 St. Paul Street, 7th Floor
Baltimore, Maryland
Attention: Anna Lansaw**

Furthermore, all potential Offerors are invited to a follow-up inspection of the MARC III coach and an inspection of an HVAC unit out of the vehicle. The follow-up inspection will occur on November 19, 2014 at 1 PM EST at the following location:

**MARC Martins Maintenance Facility
2700 Eastern Blvd
Middle River, Maryland 21220**

The Proposer shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

Very truly yours,

Anna Lansaw
Procurement Officer
Procurement Division
Maryland Transit Administration

Attachments: Addendum No. 1 – Attachment A (RFP Change Table)
Addendum No. 1 – Attachment B (Responses to Offeror’s Written Questions)

Acknowledgement of receipt of ADDENDUM No. 1 to Solicitation T-8000-0399R

Vendor Name: _____

Authorized Representative’s Signature

Date

Addendum No. 1

Attachment A - RFP Change Table

| Contract Specifications | | |
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| # | Section | Modification |
| 1 | 1.10. | <p>1.10 Questions</p> <p>1.10.6 The Administration will provide, at the Offeror's request, a MARC III Technical Documents and Drawings DVD which includes MARC III Drawings, Illustrated Parts Catalogs and Running Maintenance Manuals and Heavy Maintenance Manuals. In order to obtain a copy of the DVD, contact the Procurement Officer.</p> <p>It should be noted that the documents and drawings found in the DVD are for reference only and are not intended for use on any other proposal or project. They are provided with no warranty or guarantee as to accuracy, readability, suitability, or fitness of purpose.</p> |
| 2 | 1.34. | <p>1.34 Disadvantaged Business Enterprise (DBE) Goals</p> <p>A minimum overall DBE subcontractor participation goal of nine five and twenty two hundredths percent (5.22%), with no subgoals has been established for the services resulting from this Contract.</p> |
| 3 | 2.1.1(a) | <p>2.1 Offeror Minimum Qualifications</p> <p>2.1.1 The Offeror shall have following:</p> <p>(a) Have a minimum of 5 years of experience in successfully performing passenger railcar overhauls in North America; and the overhaul projects are, at a minimum, similar in scope to this RFP. The Offeror shall have a minimum of 5-years of experience in successfully manufacturing and/or overhauling passenger rail cars for North America.</p> |
| 4 | 2.1.2. | <p>2.1 Offeror Minimum Qualifications</p> <p>2.1.2 The Offeror is required to comply with all requirements specified in section 3.13. The Offeror shall be certified by the Maryland Insurance Administration. As proof of meeting this requirement, the Offeror shall provide with its Proposal a current certificate issued by the Maryland Insurance Administration evidencing the Offeror's certification as a certified candidate.</p> |
| 5 | 3.2. | <p>3.2 SCOPE OF WORK – SUMMARY OF REQUIREMENTS</p> <p>The Contractor shall:</p> <p>D. Clean and detail the overhauled vehicle after the completion of the scope of work before delivery to the Administration.</p> <p>E. Transporting the MARC III coach to the Contractor's facility and returning them to the Administration's property in the condition which they were delivered.</p> |

| Contract Specifications | | |
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| # | Section | Modification |
| 6 | 3.2.3. | <p>3.2.3 COMPLETION OF WORK SCHEDULE</p> <p>ITEM OF WORK REQUIREMENT</p> <ol style="list-style-type: none"> 1. Deliver First (1st) Overhauled Vehicle – Trailer car NTP + 540 days 2. Deliver Second (2rd) Overhauled Vehicle – Cab car NTP + 540 days 3. Deliver Third (3rd) Overhauled Vehicle – Trailer w/Toilet NTP + 540 days 4. Deliver Fourth (4th) through Sixty-third (63rd) Overhauled Vehicle Access + 120 days <p>or</p> <p>NTP + 1095 days</p> <p>whichever occurs first</p> <ol style="list-style-type: none"> 5. Deliver Draft Revision of Manuals for Training Purposes NTP + 540 days 6. Complete Training NTP + 540 600 days. |
| 7 | 3.2.5.2. | <p>3.2.5.2 Interfaces</p> <p>When any contractor or subcontractor performing work under or pursuant to another MTA contract is employed on work that interfaces with the work under this Contract, the Contractor, at their expense, shall provide to the MTA all necessary drawings, dimensions, data, software code, and other information, pertaining to new and upgraded equipment, necessary to ensure the complete, integrated, and proper design, manufacture, installation and operation of all interfacing and connecting parts or systems. If the Contractor deems it is necessary, the contractor and/or subcontractors will execute a confidentiality agreement with the Contractor to ensure the information provided is kept confidential.</p> <p>The exchange of information will be coordinated by the MTA and the Contractor and copies of all the Contractor’s data, drawings and correspondence relating to the above for interchange among contractors shall be furnished in sufficient quantity as requested by the MTA.</p> |
| 8 | 3.4.2. | <p>3.4.2 Definitions</p> <p>ACCESS (Individual Vehicle) – Begins after the successful completion of the outbound inspection when the Administration determines that the car is considered ready for shipment to the Contractor’s facility to be overhauled. Otherwise known as the moment when the Contractor is considered to be in possession of the vehicle and the completion of work schedule specified in section 3.2.2 begins.</p> <p>TECHNICAL SPECIFICATION or TS – The specifications, provisions, and requirements that detail the work and the materials, products (including the methods of manufacture, construction, assembly, and testing), and other requirements relative thereto. When “TS” precedes any section number, it is to be assumed that the reference is to Attachment N – Technical Specification.</p> |

| Contract Specifications | | |
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| # | Section | Modification |
| 9 | 3.5.10.1 | <p>3.5.10 LIQUIDATED DAMAGES FOR TIMES OF COMPLETION</p> <p>If all or any designated portion of the Work called for under the Contract is not completed and delivery is not made within the number of days set forth in Section 3.2.3 or any subsequent revisions thereto by Change Order, damage will be sustained by the Administration. In such an event, the Contractor shall pay to the Administration the amount set forth in the following as liquidated damages per calendar day for every day's delay prescribed. The Administration may deduct the sum of liquidated damages from any monies due, or if such monies are insufficient, the Contractor or his Surety(ies) shall pay to the Administration any deficiency in monies within 30 days of demand therefore by the Administration.</p> <p>The amount of liquidated damages that may be collected by the Administration shall be limited to a maximum of ten percent (10%) of the total base contract price.</p> |
| 10 | 3.5.4. | <p>3.5.4 AUTHORITY OF THE ADMINISTRATION</p> <p>The Administration shall have access to the Work wherever it is being prepared or in progress, at all times. The Contractor shall provide all facilities for safe access to enable Administration to perform its functions and responsibilities under the Contract documents as well as access for authorized representatives of the Administration and FTA for the purpose of inspecting the work. The Administration shall have the right, at no additional cost, to obtain photographs of plant equipment and materials related to fabrication of the vehicles and the manufacture or production of elements to be incorporated into the Work wherever it is being prepared or in progress. The Administration shall have the right, at no additional cost, to obtain photographs of plant equipment and materials related to overhaul of the vehicles and the manufacture or production of elements to be incorporated into the Work wherever it is being prepared or in progress.</p> |
| 11 | 3.7.2. | <p>3.7.2 LAWS TO BE OBSERVED</p> <p>The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations of all authorities that in any manner affect those engaged or employed on the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the Administration and its representatives against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by itself, its employees, or its subcontractors. Particular note should be made of all contractual requirements and General Conditions of this contract. The provisions of this Contract will be governed by the law of the State of Maryland in accordance with COMAR regulations and Section 41, General Conditions, Section 3.5.7.</p> |

| Contract Specifications | | |
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| # | Section | Modification |
| 12 | 3.9.4.3.3. | <p>3.9.4.3.3 Contract Item 2 MARC III Coach Overhaul</p> <p>Progress payments for Contract Item 2 on the Unit Price Schedule will be made based on the Unit Price and upon satisfactory completion, and Administration acceptance, of each milestone in accordance with the percentage allocation listed below. The percentage allocation is on a per vehicle basis, based on the Unit Price for Contract Item 2, as detailed on the Unit Price Schedule.</p> <p>Milestone (1) Submittal and Approval of Monthly Project Progress Report. Each month, for the MARC III coaches, the Contractor may invoice against this milestone, which shall be payable in equal monthly installments during the 36-months succeeding the NTP date.The Contractor may invoice against this milestone each month, for the number of railcars in the Contractor's possession, during the 36 months succeeding the NTP date.</p> |
| 13 | Page 3 | <p>RFP KEY INFORMATION SUMMARY SHEET</p> <p>Pre-Proposal Conference: September 3, 2014 at 10:00am Local Time MARC Martins Maintenance Facility 2700 Eastern Blvd Middle River, Maryland 21220</p> <p>HVAC Unit and Car Inspection: November 19, 2014 at 1:00pm Local Time MARC Martins Maintenance Facility 2700 Eastern Blvd Middle River, Maryland 21220</p> <p>Closing Date and Time: December 19, 2014 at 2:00pm Local Time January 9, 2015 at 2:00pm Local Time</p> <p>DBE Subcontracting Goal: 5.22%.</p> |
| 14 | TS 1.12.1.2 | <p>1.12.1.2. Scope of Work</p> <p>The carbody shall be cleaned and visually inspected to the accessible portions of the vehicle to identify any damaged or defective areas of the structure and car shell. The Contractor shall submit a plan to clean and inspect the underbody of the car. [CDRL 102]</p> <p>The accessible portions of the vehicle shall be inspected for corrosion, cracks, and weld separation on every car. The visual inspection shall not include stripping of paint, decals or removal of equipment. Defects discovered shall be brought to the attention of the Administration and repaired in accordance with procedures approved by the Administration. The hidden damage allowance will cover the costs associated with any Administration approved repairs.</p> |

| Contract Specifications | | |
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| 15 | TS 1.12.2.2 | <p>1.12.2.2. Scope of Work</p> <p>All relays, contactors and other components shall be cleaned, inspected and tested to ensure functionality at the device’s nominal operating voltage. Relays and contactors shall be renewed as necessary. For estimating purposes, the Contractor should assume a 10% replacement rate.</p> <p>All contactors, transfer switches, etc., with renewable contact tip shall be inspected to ensure proper functionality. Renewable contact tips shall be renewed.</p> <p>All Metal Oxide Varistors (MOVs) shall be renewed.</p> <p>If any additional electrical wiring or components is required in order to complete any part of the scope of work specified in the Contract, then these components will be supplied by the Contractor.</p> |
| 16 | TS 1.8 | <p>1.8. VIBRATION AND NOISE</p> <p>The Contractor shall ensure that new and upgraded equipment is designed and built and that the equipment to be overhauled is properly rebuilt so that the noise and vibration limits specified in this section are not exceeded. Compliance with noise requirements specified in this section shall be demonstrated using a Type 2 sound level meter as defined by ANSI S1.4, “Specification for Sound Level Meters,” using the slow meter scale. All of the noise level and vibration criteria stipulated herein have been established on the basis of maximum levels measured during tests of existing cars. Methods shall be incorporated in the design of new equipment to attenuate equipment noise or vibration. Particular attention shall be given in the design of all new equipment and mounting to ensure minimum generation of noise and vibration, and in the overhaul of the car for attenuation of airborne and structure-borne vibration, along with the paths from source to passengers. The Contractor has no responsibility for the noise and vibration of existing equipment that is not overhauled.</p> |
| 17 | TS 1.8.2 | <p>1.8.2. Exterior Noise Levels</p> <p>With the car stopped and the HVAC system operating at normal conditions, set the sound level meter to an A-weighted slow meter response, with the microphone the noise level measured placed 50 feet horizontally from the centerline of the roadway. At the axle centerline elevation, the noise level shall not exceed 75 dBA on the flat response scale of a standard sound level survey meter, as defined in TS Section 1.8.1, at any point along the length of the car on either side.</p> |
| 18 | TS 1.9 | <p>1.9. COMPATIBILITY WITH EXISTING CARS</p> <p>The cars shall be overhauled, manufactured, upgraded, and adjusted as per the Scope of Work and OEM overhaul requirements to operate in-train and be compatible in all respects with the Administration’s existing fleet and the new MARC IV multi-level vehicles.</p> |

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| 19 | TS 11.14. | <p>11.14. REFERENCED STANDARDS AND GUIDELINES</p> <ul style="list-style-type: none"> • FTA Handbook for Transit Safety and Security Certification, Final Report, Latest Revision • FTA Hazard Analysis Guidelines, Final Report, Latest Revision • Department of Defense MIL-STD 112882, System Safety Program Requirements, Latest Revision • NFPA 130, Standard for Fixed Guideway Transit and Passenger Rail Systems, Latest Revision |
| 20 | TS 2.4.2 | <p>2.4.2 Bolster</p> <p>Steel wear plates shall be inspected and repaired or replaced as necessary per the OEM procedures. Existing body side bearing plates may be re-machined flat removing a maximum of 0.125 inches of the original plate thickness. All steel wear plates shall be renewed. The stainless-wear plates shall be weldedre-welded to AWS procedures and sealed per OEM instructions. All welding processes shall be to OEM procedures and criteria and meet AWS standards.</p> |
| 21 | TS 2.4.6 | <p>2.4.6. Wheels and Axles</p> <p>Existing wheels shall be inspected for damage and replaced in accordance with OEM procedures and criteria. All reusable wheels shall be re-profiled to OEM requirements. Wheels with less than 25% of wear material remaining shall be replaced.</p> |
| 22 | TS 2.4.7 | <p>2.4.7. Suspension A. Primary Suspension.</p> <p>The existing primary spring is a nested matched set of inner and outer coil springs. The outer coil spring is a rubber coated steel coil spring that has nonlinear spring rate characteristics. Existing rubber coated coil springs shall be replaced with OEM Springs. Existing rubber coated coil springs shall be replaced.</p> |
| 23 | TS 2.5 | <p>2.5. SPARE TRUCKS</p> <p>The Administration has eight (8) spare truck assemblies (truck frame and bolster) that shall be overhauled as part of this scope of work. Six (6) of the eight (8) spare truck frames and bolsters may be used initially as float material during the course of the project. The components shall be overhauled as applicable, per this Specification, and reassembled in the as-provided configuration and returned over the course of the project. The remaining two spare truck frames and bolsters will be used as spares by the Administration and should be overhauled and reassembled by the Contractor at the end of the overhaul program. With reference to section 3.2.2.2 - Spare Parts, one of the first spare overhauled truck assemblies is to be delivered with the first three overhauled vehicles.</p> |

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| 24 | TS 3.4.3 | <p>3.4.3. Truck Mounted Brake Units</p> <p>Brake discs with less than 25% of useful life shall be replaced. All replacement brake discs shall be free issued by the Administration. Disc brake friction rings shall be replaced with ALP or Wabtec friction rings (Wabtec part number: 1-52182) or an Administration approved equivalent.</p> |
| 25 | TS 3.4.4 | <p>3.4.4. Pipe Work, Hoses, and Pneumatic Components</p> <p>Unless otherwise specified, the following existing air brake components shall be removed from the vehicles, overhauled per OEM procedures and reinstalled:</p> <ul style="list-style-type: none"> A. Brake Cylinder Pressure Switches B. Duplex Air Gages C. All Cutout Cocks D. All Drain Cutout Cocks E. All Angled Cocks shall be renewed F. All Cutout Cocks with Locking Handles and Vents. |
| 26 | TS 3.4.5 | <p>3.4.5. Handbrake</p> <p>The handbrake system shall be cleaned, tested and restored to OEM requirements. system is not included in the Contractor's scope of work for this overhaul program.</p> |
| 27 | TS 4.3.1.16 | <p>4.3.1.16. Crew Switch</p> <p>The Contractor shall renew the interior and exterior crew switches. Their functionality shall be validated to OEM requirements. All exterior crew switch covers and gaskets shall be renewed.</p> |
| 28 | TS 4.3.1.4 | <p>4.3.1.4. Gear Box.</p> <p>The gear box shall be removed, cleaned, and inspected. The gears shall be inspected to assure that the gears rotate freely and mesh accurately without backlash and overhauled to the OEM requirements. All bearings and bushings shall be replaced. All gaskets shall be replaced.</p> |
| 29 | TS 4.3.2 | <p>4.3.2 End Doors</p> <p>Non-cab and cab end doors shall be overhauled to fully restore functionality and appearance.</p> <p>All hardware shall be overhauled and seals shall be renewed including door rubber and weather seals.</p> <p>On cab cars the F-End pneumatic door seals shall be renewed. overhauled and renewed as needed All pneumatic fittings, and hardware shall be inspected, replaced as needed, and leak checked.</p> |

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| # | Section | Modification |
| 30 | TS 4.3.2 | <p>4.3.2 End Doors</p> <p>Threshold and drains shall be cleaned and overhauled to restore original functionality. Inspect, clean, test, overhaul, or renew if required, and reinstall the door lock assembly.</p> <p>The contractor is required to overhaul the door lock assembly.</p> |
| 31 | TS 4.3.3 | <p>4.3.3 Vestibule Doors</p> <p>The Contractor shall propose an alternate design to the existing electrically operated overhead door operator and touch switch. [CDRL 404] The Contractor shall provide a new design to the existing electrically operated overhead door operator and touch switch. [CDRL 404] The alternatenew design shall utilize linear synchronous motor technology or permanent magnet type synchronous motor technology and microprocessor control. The alternatenew design shall maintain the OEM door panel Carbody interfaces and utilize the existing door panel design in the alternatenew proposal. As part of the alternatenew door proposal, the contractor shall propose a new vestibule door OPEN touch switch design for Administration approval. All vestibule door touch plates shall be replaced with the new design.</p> |
| 32 | TS 4.3.3 | <p>4.3.3 Vestibule Doors</p> <p>To the maximum extent possible, †The existing vestibule doors panels shall be overhauled to fully restore functionality and appearance. However, if the Contractor determines that it is in the best interest of the Contractor and the Authority, then the Contractor may replace the door panels at the Contractor’s expense. The door pockets, lower tracks, drains, inside walls shall be cleaned, inspected, and overhauled to restore original appearance and functionality. All hardware shall be overhauled and seals shall be renewed, including weather seals and Teflon guides. The door hangers, upper guide, sills, lever, arms, and base shall be overhauled or renewed to restore original functionality. For estimating purposes, it is anticipated 20% of hangers, guides, and arms will be replaced.</p> |

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| # | Section | Modification | | | | | | |
| 33 | TS 5.4.1.2 | <p>5.4.1.2. Scope of Work</p> <p>The contractor shall replace the existing temperature controller with a temperature controller manufactured by Vapor Systems (part number 201040017). The Administration shall consider an alternate temperature controller for approval, provided the functionality and the following specifications are met, including an interface and display for common faults:</p> <table border="0"> <tr> <td style="padding-right: 100px;">Specifications</td> <td>Value</td> </tr> <tr> <td>Portable Test Equipment</td> <td>EIA RS232 C (DB9 male)</td> </tr> <tr> <td>Vehicle LAN Communication</td> <td>Ethernet (as defined in TS 6)</td> </tr> </table> <p>The Contractor shall provide a minimum three spare digital inputs and outputs and one spare analog input and output on the controller. The microprocessor controller shall communicate with the Vehicle LAN via Ethernet. For additional information see TS 6 - Communications.</p> | Specifications | Value | Portable Test Equipment | EIA RS232 C (DB9 male) | Vehicle LAN Communication | Ethernet (as defined in TS 6) |
| Specifications | Value | | | | | | | |
| Portable Test Equipment | EIA RS232 C (DB9 male) | | | | | | | |
| Vehicle LAN Communication | Ethernet (as defined in TS 6) | | | | | | | |
| 34 | TS 5.4.2.2 | <p>5.4.2.2. Scope of Work</p> <p>The existing system shall be converted for use with refrigerant R-407C. If the Contractor has the capability, the Administration will accept filtered R-22 refrigerant returned by the Contractor for use on other equipment. The Contractor shall evaluate all components to maximize efficiency.</p> | | | | | | |
| 35 | TS 5.5.2 | <p>5.5.2. Acceptance Testing</p> <p>Each modernized HVAC unit shall be functionally tested at the manufacturing facility prior to delivery to the Administration. A test procedure must be submitted for review and acceptance by the Administration prior to testing. (CDRL 507)</p> <p>5.7. REQUIRED CDRLS</p> <p>501 HVAC Modernization Plan (5.3)</p> <p>502 Faults that will be detected and stored by microprocessor controller (5.4.1.2)</p> <p>503 On-vehicle Climate Control Validation Test plan (5.5)</p> <p>504 Vehicle Climate Room Test Procedures (5.5.1)</p> <p>505 Vehicle Climate Room Test Reports (5.5.1)</p> <p>506 Rain Test results (5.5.1)</p> <p>507 Acceptance Test Procedure (5.5.2).</p> | | | | | | |

| Contract Specifications | | |
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| # | Section | Modification |
| 36 | TS 5.6 | <p>5.6. SPARES</p> <p>The Administration has four (4) spare HVAC units that shall be part of this scope of work. The Contractor shall be responsible for the modernization of spare HVAC units in accordance with this specification. Initially, two of the spare units will be provided to the Contractor as a float and the remaining two units will remain at the Administration site as fleet spares during the modernization program. With reference to section 3.2.2.2 - Spare Parts, one of the first two spare modernized HVAC units is to be delivered with the first three overhauled vehicles. The remaining two spares shall be modernized at the end of the program. However, if the Contractor determines that modernized units are backwards compatible with the existing MARC III temperature controllers and equipment, then all four HVAC units may be provided as initial float.</p> |
| 37 | TS 6.3.2.3 | <p>6.3.2.3. Exterior Speakers</p> <p>A minimum of two speakers shall be installed in each coach side. They shall be positioned at a height and longitudinal location that assures that a passenger standing on a station platform, anywhere along the length of a coach, is able to hear PA announcements. If necessary, to provide satisfactory performance, a third speaker shall be installed at the longitudinal center of each side of the coach.</p> |
| 38 | TS 7.4.5 | <p>7.4.5 Noise and Vibration Tests</p> <p>B. Vibration Tests</p> <p>3.1. The contractor shall perform vibration testing in order to verify compliance with the vibration requirements of the HVAC unit, specified in section 1.8.3.</p> |
| 39 | TS 9.12 | <p>9.12. SPARE PARTS, SPECIAL TOOLS, AND TEST EQUIPMENT</p> <p>Spare parts shall be interchangeable with their corresponding part. All spare parts shall be reconfigured to the latest revision during the warranty period.</p> <p>Unless noted otherwise, for estimating purposes, the Contractor should assume that one complete car set of spare parts for the brake and door systems should be included in the overhaul scope of work. The Administration does not anticipate any other spare parts which require overhaul.</p> <p>A portion of the Administration's spares may be used as float throughout the overhaul program. The spares should be overhauled and delivered throughout the course of the project. The Contractor shall include the schedule for the float equipment with the Contractor's overhaul plan for each system.</p> |

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| 40 | TS 9.12.3 | <p>9.12.3. Special Tools and Diagnostic and Test Equipment</p> <p>The Contractor shall provide six (6) Portable Test Units (PTU's). PTU's shall be ruggedized laptop-based or tablet-based, and shall communicate with new and upgraded equipment and systems through an easily-accessible Ethernet connection port.</p> <p>The Contractor shall provide PTU hardware, software, operating systems, applications, associated components, and miscellaneous hardware to support the maintenance, diagnostics and troubleshooting, fault monitoring, and testing of all aspects for all new and upgraded equipment and systems. The Contractor shall submit the PTU software and capabilities for approval by the Administration. The test equipment provided shall perform under the environmental conditions imposed by the activities of vehicle inspection and the repair shop. The test equipment shall be portable and suitable for industrial service for use on the shop floor, in pit locations, and in the yard.</p> |
| 41 | TS 9.12.3 | <p>9.12.3. Special Tools and Diagnostic and Test Equipment</p> <p>Within 360540 days from NTP, the special tools, and diagnostic and test equipment shall be delivered to the Administration. (CDRL 926) The provision of all OEM-recommended special tools, and diagnostic and test equipment is considered to be part of the Contractor's Proposal Price.</p> |
| 42 | TS 9.2.2 | <p>9.2.2. Progress Reviews and Reports</p> <p>At a minimum, the following information shall be included in the MPR:</p> <p>G. Safety and Security Certification Status Report. The Contractor shall report on the status of all safety and security certification activities, including subcontractor performed activities, and CDRLs defined in Section 11. The report shall detail the status of the required safety analysis documentation for each individual vehicle subsystem.</p> |
| 43 | TS 9.2.3.2 | <p>9.2.3.2. Progress Schedule</p> <p>The Progress schedule shall indicate, but is not limited to, the following:</p> <p>V. Safety and security certification activities and CDRLs.</p> |
| 44 | TS 9.4.5 | <p>9.4.5. Conceptual Design Review</p> <p>At a minimum, the CDR shall include:</p> <p>G. Preliminary list of safety and security certifiable elements. At a minimum, the list shall include the Contractor's anticipated list of safety and security certifiable elements.</p> <p>H. Preliminary list of safety hazards resulting from the overhaul and/or modification of existing systems, subsystems, and equipment. The Contractor shall consider the impacts of the overhaul to the safety of passengers, personnel, equipment, the environment, and general public.</p> |

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| 45 | TS 9.4.6 | <p>9.4.6. Preliminary Design Review</p> <p>At a minimum, the PDR shall include:</p> <p>J. Preliminary list of the safety and security certifiable elements that are specifically identified for the MARC III overhaul project.</p> <p>K. Preliminary Hazard Analysis (PHA) as defined in CDRL 1102. The PHA shall identify safety hazards resulting from the overhaul and/or modification of existing systems, subsystems, and equipment. The Contractor shall consider the impacts of the overhaul to the safety of passengers, personnel, equipment, the environment, and general public.</p> <p>L. Preliminary Flammability, Smoke Emission, and Toxicity (FST) Matrix as defined in CDRL 1111. To the extent possible, the Contractor shall identify noncompliant combustible materials that may warrant a request for waiver or deviation.</p> |
| 46 | TS 9.4.7 | <p>9.4.7. Final Design Review</p> <p>At a minimum, the FDR shall include:</p> <p>D. Latest revision of Design Conformance Checklists as defined in CDRL 1108.</p> <p>E. Latest revision of the PHA as defined in CDRL 1102. The PHA shall identify safety hazards resulting from the overhaul and/or modification of existing systems, subsystems, and equipment. The Contractor shall consider the impacts of the overhaul to the safety of passengers, personnel, equipment, the environment, and general public.</p> <p>F. Latest revisions of required vehicle safety analyses including as defined in Section 11.1. This includes, but is not limited to: Failure Modes, Effects, and Criticality Analysis (FMECA), Operating and Support Hazard Analysis (O&SHA), and Fault Tree Analysis (FTA). The safety analyses submitted at FDR shall reflect the final design configuration presented in the drawings and other design documentation.</p> <p>G. Latest revision of the FST Matrix as defined in CDRL 1111.</p> |

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| # | Section | Modification |
| 47 | TS 9.6.3 | <p>9.6.3. Reliability Requirements</p> <p>The Contractor shall be responsible for providing a highly reliable vehicle. The Mean Distance Between Failures (MDBF) shall not exceed 150,000 miles.</p> <p>It should also be noted that for individual components within the subsystem, the cumulative fleet defect rate in any 12 consecutive month period shall not exceed 10% of the overall failure rate.</p> <p>The estimated mean time between failures for the major new and upgraded systems shall be quantified by the Contractor while vehicle is operated in service on the Administration's property. The achieved reliability shall be submitted in a Reliability Report to demonstrate compliance with the fleet defect requirement. The Reliability Report shall be updated monthly and resubmitted throughout the general and extended warranty periods, or until fleet defects are satisfactorily corrected. (CDRL 916)</p> <p>The Contractor shall be responsible for providing a highly reliable vehicle. Unless noted otherwise, the mean time between failures for the major new and upgraded systems shall be quantified by the Contractor while the overhauled vehicle(s) are operated in service on the Administration's property. All failure types, as specified in TS Section 9.6.2, shall be reported and quantified. The MTBF of the new and upgraded systems shall be compared with the reliability estimates provided by the Contractor under section 9.6.1. The achieved reliability shall be submitted in a Reliability Report to demonstrate compliance with the fleet defect requirement of section 3.7.4.2 – High Failure Rate. The Reliability Report shall be updated monthly and resubmitted throughout the general and extended warranty periods, or until fleet defects are satisfactorily corrected. (CDRL 916).</p> |

| Contract Specifications | | |
|-------------------------|---------|---|
| # | Section | Modification |
| 48.1 | 3.7.7 | <p>The contents of section 3.7.7 will be replaced in its entirety by the following (Page 1 of 4):</p> <p>3.7.7 RIGHTS IN TECHNICAL DATA</p> <p>The requirements in this section is in addition to the requirements specified in Section 5 (“Rights to Records”) of Attachment A.</p> <p>Technical data means any and all information of a scientific or technical nature, regardless of form or characteristics, to be furnished by the Contractor pursuant to this Contract. It includes, but is not limited to, development or engineering work plus the information used to define a design or process or to procure, produce, support, maintain, or operate the goods, supplies, systems, and equipment furnished hereunder. Examples of technical data include research and engineering data, proprietary software, production drawings, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, source and object code, flow charts, Block diagrams, and all related documentation, catalog item identifications, and related information.</p> <p>The Contractor shall retain the ownership of all Technical Data relating to this Contract, however the Contractor hereby grants the Administration, on the Contractor’s behalf, and on behalf of all Subcontractors and Suppliers, a nonexclusive, non-transferable, perpetual and royalty free license to use the Technical Data, and other patented, copyrighted or otherwise protected technology and processes that the Contractor incorporates into the overhauled vehicle, solely for the purposes of use, operation, maintenance and repair of the vehicle overhauled pursuant to this Contract.</p> |

| Contract Specifications | | |
|-------------------------|---------|---|
| # | Section | Modification |
| 48.2 | 3.7.7 | <p>RFP Change 48 Continued (Page 2 of 4)...</p> <p>3.7.7.1 New Application Software</p> <p>The Contractor hereby sells, assigns, conveys and grants to the Administration and its subsidiaries and affiliates, and any successor entities thereto, all of the Contractor's rights, title and interest in any software specifically developed under the Contract, and/or a previous version of the software that was modified or configured by the Contractor in connection with the Contract, and provided hereunder, in all forms of expression whatsoever, including but not limited to:</p> <p>A. Source and object code B. Flow charts, block diagrams, and all related documentation C. All copyrights, trade secrets, inventions (whether or not patentable) D. Proprietary rights and intellectual property contained therein.]</p> <p>For all new application software that may be supplied by the Contractor and/or suppliers, the Contractor, in lieu of complying with the requirements of this section, may choose to comply by placing the software in escrow. If software is placed in escrow, the Contractor shall maintain the installed and accepted version of the software and any installed updates and upgrades obtained by the MTA, and refresh the software in escrow at least every six (6) months for a period of ten (10) years from the date of final Acceptance of the last overhauled vehicle.</p> |
| 48.3 | 3.7.7 | <p>RFP Change 48 Continued (Page 3 of 4)...</p> <p>3.7.7.2 Standard Commercially Available Software</p> <p>Upon approval of the Administration, standard commercially available software packages may be embedded in the software, provided that the Contractor shall obtain for the Administration all licenses as necessary to use such embedded software in perpetuity without additional fee or cost. Except as specifically restricted in the applicable third-party license agreement, all terms of the Contract shall apply to the embedded software package. The Contractor shall identify and provide complete documentation for any embedded software packages. The Administration shall receive full rights to any modifications made by the Contractor to embedded commercial software.</p> <p>The Administration expects to be able to maintain all software developed for the overhauled vehicles, including vehicle-related software. Therefore, documentation must be complete and accurate including all source code.</p> <p>If the Contractor does not provide all documentation on commercial software packages, the Contractor shall provide a method whereby the Administration receives at no additional charge all modifications, updates, and query service from the Contractor and/or the original vendor.</p> |

| Contract Specifications | | |
|-------------------------|---------|---|
| # | Section | Modification |
| 48.4 | 3.7.7 | <p>RFP Change 48 Continued (Page 4 of 4)...</p> <p>3.7.7.3 All Other Technical Data</p> <p>All other technical data not specifically developed for this contract, and pre-existing intellectual property, including but not limited to software and documentation, shall be provided with limited rights subject to a License Agreement with no additional cost to the Administration, and with all ownership rights remaining with the Contractor and/or its subcontractor. In lieu of submittal to the Administration, the Contractor may choose to place the technical data into an independent escrow and its usage will be subject to a Licensing Agreement between the Administration and the Contractor (and/or its supplier) with no additional cost to the Administration.</p> |
| 49 | Page 6 | <p>The Attachment referenced below is provided on the following page:</p> <p>RFP ATTACHMENTS</p> <p>ADDITIONAL ATTACHMENTS:</p> <ul style="list-style-type: none"> ATTACHMENT N – TECHNICAL SPECIFICATIONS ATTACHMENT O – CONTRACTOR’S QUESTIONNAIRE ATTACHMENT P – VEHICLE INFORMATION QUESTIONNAIRE ATTACHMENT Q – BUY AMERICAN REQUIREMENTS ATTACHMENT R – CERTIFICATION OF COMPLIANCE WITH ADA |

CERTIFICATION OF COMPLIANCE
WITH ADA

CONTRACT T-8000-0399R

MARC III COACH MINOR VEHICLE
OVERHAUL

ATTACHMENT R

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION**

**CERTIFICATE OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The Offeror shall certify that the overhauled vehicles and all ancillary equipment proposed to be provided meet all applicable requirements as contained in 49 CFR, Parts 27, 37 and 38, Final Rule; as published by the U.S. Department of Transportation implementing the transportation provisions of the Americans with Disabilities Act (ADA).

Authorized Signee: _____

Title: _____

Date: _____

Company: _____

Addendum No. 1

Attachment B - Responses to Offeror's Written Questions

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL – RFP QUESTIONS | | | | |
|---|------------------------------|-----------------------|--|--|
| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
| 1 | Primary Spring Configuration | TS 2.4.7(A) | PROPOSER'S REQUEST: Could MARC Train Service modify the MARC III overhaul specification to accept an existing rubber wrapped coil springs that is not OEM as an approved alternative to the OEM supplied springs, similar to the requirement for the top cap manufacturer to be an Administration approved source. | MTA agree to change subject section to the following: 2.4.7. Suspension A. Primary Suspension. The existing primary spring is a nested matched set of inner and outer coil springs. The outer coil spring is a rubber coated steel coil spring that has nonlinear spring rate characteristics. Existing rubber coated coil springs shall be replaced with OEM Springs. Existing rubber coated coil springs shall be replaced. |
| 2 | Required Experience | 2.1.1(a) | PROPOSER'S REQUEST: Requested change to section 2.1.1(a) from the following: The Offeror shall have a minimum of 5-years of experience in successfully performing passenger railcar overhauls in North America; and the overhaul projects are, at a minimum, similar in scope to this RFP. | MTA agree to change to the following: 2.1.1 The Offeror shall have following: (a) Have a minimum of 5-years of experience in successfully performing passenger railcar overhauls in North America; and the overhaul projects are, at a minimum, similar in scope to this RFP. (a) The Offeror shall have a minimum of 5-years of experience in successfully manufacturing and/or overhauling passenger rail cars for North America. |
| 3 | Hazardous Materials | 3.7.2.3(a) | PROPOSER'S REQUEST: (a) Please confirm if asbestos is present in the vehicles. (b) If asbestos is found, please confirm that the removal of this material will be paid through the work allowance. | No change to RFP. Refer to section 3.7.2.3 regarding miscellaneous work |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|---|----------------------------|----------------|--|---|
| 4 | DOOR OVERHAUL REQUIREMENTS | TS 4.2. | <p>The Contractor is responsible to conduct a complete overhaul of the doors and door control systems. The objective of this overhaul is to repair, replace or reconfigure components in order to return the cars to their as built configuration and functionality. The door control system may have been modified by running repairs during the service life of the vehicles and it is the Contractor's responsibility to obtain the complete door control system specification and overhaul requirements from the OEM.</p> <p>PROPOSER'S REQUEST: Please confirm that the MTA has the door control system specification and overhaul requirements in its library and will provide to all bidders.</p> | <p>No modifications have been made to the door system during the running repair process, however, Drawings and Manual CD's will be provided upon further request. See question 140</p> |
| 5 | Door - Side Doors Panels | TS 4.3.1.20. | <p>The Contractor shall remove all side doors. All mechanical parts and mechanisms shall be inspected for proper function. All elastomeric materials shall be renewed. All exterior weather stripping and seals including those mounted to the carbody shall be renewed. All door panels shall be cleaned and inspected. Damaged panels shall be repaired or renewed. Superficial damage to the door panels shall not be repaired. Door shall be water tight and pass a leak test in accordance with specification TS Section 7.</p> <p>PROPOSER'S REQUEST: Please define superficial damage by establishing criteria for acceptable damage. i.e. dent size (depth and length)</p> | <p>Unless a penetration hole exists, then no repair is required. Any damage which effects water tightness or door functionality should be repaired. The Administration does not anticipate any renewed door panels. Any door panels which require renewal will be covered under the miscellaneous work allowance.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|---|-----------------------------|----------------|---|---|
| 6 | Qualification Testing | TS 5.5.1. | <p>A climate room test of one completed and fully functioning cab car, outfitted for service, shall be performed to verify compliance with the requirements of this technical specification. The required performance criteria shall be validated by performing a baseline test using a fully functioning, non-overhauled cab car. The vehicle shall be tested in a certified climatic chamber having the following characteristics and capabilities: PROPOSER'S REQUEST: Would the MTA consider only qualifying the units themselves since the ASHARE characteristics of the car will not be changed? If so, a lengthy and expensive climate chamber test can be avoided without adding risks to the MTA.</p> | No change to RFP |
| 7 | COMPLETION OF WORK SCHEDULE | 3.2.3 | <p>5. Deliver Draft Revision of Manuals for Training Purposes NTP + 540 days 6. Complete Training NTP + 540 days PROPOSER'S REQUEST: Will the MTA move Milestone 6 out 60 days to allow review of manuals by the MTA and car acceptance to take place as the car will likely become a training aid?</p> | MTA agrees to move milestone 6 to 600 days after NTP. |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|---|---|----------------|---|---|
| 8 | PRELIMINARY HAZARD ANALYSIS/HAZAR D TRACKING LOG | 11.5 | <p>The Contractor shall prepare and submit a comprehensive PHA to the MTA for review and approval. (CDRL 1102) The PHA shall identify hazards associated with new systems, subsystems, and equipment installed on the railcars. The PHA shall also identify potential hazards resulting from the overhaul and/or modification of existing systems, subsystems, and equipment. The PHA shall consider the impacts of the overhaul to the safety of passengers, personnel, equipment, the environment, and general public.</p> <p>PROPOSER'S REQUEST: The overhaul portion of this project consists of cleaning and renewing with the same equipment. As such, no supplementary hazard other than the original design will exist for passengers, personnel, equipment, the environment, and general public.</p> <p>Would MTA consider modifying the above paragraph as follows: "The PHA shall also identify potential hazards resulting from modification of existing systems, subsystems, and equipment."</p> | No change to the RFP. |
| 9 | Reservoirs | TS 3.4.2. | <p>Main and supply reservoirs shall be inspected and tested in accordance with 49 CFR 229.31.</p> <p>All other reservoirs, including equalizing and combined reservoirs shall be inspected and tested in accordance with ASME's Boiler and Pressure Vessel Code.</p> <p>Failed reservoirs shall be replaced with new reservoirs.</p> <p>PROPOSER'S REQUEST: For estimation purposes, please provide an anticipated percent replacement of the reservoirs.</p> | MTA expects zero reservoir replacements |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---|----------------|---|--|
| 10 | MTA/MARC Facilities | 3.2.4.1 (E) | <p>This Section states that the Administration will provide mainline track for acceptance testing during limited day time, night time and weekend hours.</p> <p>PROPOSER'S REQUEST: Please indicate the approximate duration of these testing windows.</p> | Testing windows will be provided for 5 hours, twice per week, subject to track availability. |
| 11 | Cooperation with other contractors and interfaces | 3.2.5 | <p>The Administration may at any time perform, or cause to be performed by other Contractors, work related to the Work under this Contract.</p> <p>PROPOSER'S REQUEST: Please clarify the above sentence. The Contractor understands that the Administration intends to have successful proposer perform all the Work required within the Specification, but that the successful proposer shall cooperate with any ongoing work being performed by the Administration or other Contractors during the project. Please confirm the above interpretation of the Contractor.</p> | Interpretation is correct. |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--|----------------|--|---|
| 12 | Authority of the Administration | 3.5.4 | <p>The last sentence of this Section says: The Administration shall have the right, at no additional cost, to obtain photographs of plant equipment and materials related to fabrication of the vehicles and the manufacture or production of elements to be incorporated into the Work wherever it is being prepared or in progress.</p> <p>PROPOSER'S REQUEST: Since the scope of the Work pertains to the overhaul of vehicles, would the Administration accept the following change: The Administration shall have the right, at no additional cost, to obtain photographs of plant equipment and materials related to overhaul of the vehicles and the manufacture or production of elements to be incorporated into the Work wherever it is being prepared or in progress.</p> | MTA agrees to change requirement. |
| 13 | Liquidated damages for times of completion | 3.5.10.1 | <p>PROPOSER REQUEST: In order to allow the Contractor to evaluate its internal risk associated with late delivery of the Project, the Contractor suggests to cap the liquidated damages at an amount of ten percent (10%) of the total contract price.</p> <p>The provision of a cap is standard in the industry and would allow Contractor to better establish its exposure, while maintaining a significant protection for the Administration. Also, such cap has been accepted by the Administration in the course of past overhaul solicitations.</p> | <p>MTA agrees to cap liquidated damages at 10% of the contract value. The following wording has been added:</p> <p>The amount of liquidated damages that maybe collected by the Administration shall be limited to a maximum of ten percent (10%) of the total base contract price.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------------|----------------|--|--|
| 14 | Laws to be observed | 3.7.2 | <p>The last sentence of this Section says: The provisions of this Contract will be governed by the law of the State of Maryland in accordance with COMAR regulations and Section 41, General Conditions.</p> <p>PROPOSER REQUEST: When reference is made to Section 41, General Conditions, is the Administration referring to MTA General Provisions for Purchase Contracts revised on October 15, 2001? If not, please confirm where we can find Section 41, General Conditions.</p> | <p>Revise aforementioned sentence: The provisions of this Contract will be governed by the law of the State of Maryland in accordance with COMAR regulations and Section 41, General Conditions.</p> <p>To read: The provisions of this Contract will be governed by the law of the State of Maryland in accordance with COMAR regulations and Section 3.5.7</p> |
| 15 | Warranty period | 3.7.4.1.1 | <p>The guarantee on parts replaced or repaired under warranty shall extend from time of replacement or repair.</p> <p>PROPOSER'S REQUEST: The Contractor interprets the above sentence to mean that any parts repaired during the warranty period will still be covered under the original warranty period of 2 years (1 year for overhauled parts) for the replaced part. Please confirm if the Contractor's interpretation is correct.</p> | <p>The Contractor's interpretation is not correct. Any part which is replaced or repaired during the warranty period shall restart the warranty period for that component; from time of repair, warranty shall be two years for new and upgraded parts and one year for overhauled parts from the time of repair or replacement</p> |
| 17 | Performance Bond | 3.7.4.8 | <p>PROPOSER'S REQUEST: Please confirm that the Performance Bond will be released by the Administration after the Warranty period of 2 years specified in section 3.7.4.1.1 of the Legal Requirements section.</p> | <p>As stated in 3.7.4.8, the Performance bond is released after final payment, claims release forms and warranty period are complete.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---|----------------|---|--|
| 18 | Retention provisions | 3.9.4.6 | <p>Under section 3.9.4.6, the Administration retains an amount equal to 5% of the value of all work done until the work is substantially complete.</p> <p>PROPOSER'S REQUEST: Please define the meaning of substantially complete. It is the Contractor's understanding that substantially complete should mean upon Final Acceptance of the last MARC III provided by the Contractor. The Contractor believes the above mentioned date is the most appropriate as the Administration will still have the Performance bond as security for the warranty period.</p> | Substantially complete is determined at the discretion of the MTA program manager. |
| 19 | Attachment A- Contract Clause 20 Suspension of Work | 0 | <p>Under clause 20, the suspension right of the Administration is very broad.</p> <p>PROPOSER REQUEST: Would the Administration accept to limit said suspension right to an aggregate period not exceeding ninety (90) days and that any suspension of work be subject to a Contract price adjustment in the event that such suspension has an impact on the cost of the Contractor's performance under the Contract? This could create a great prejudice to the Contractor as it would not be in a position to plan other work or allocate the resources on other projects at the end of this Contract, since the latter could be delayed due to unlimited suspension rights, and it creates uncertainty with regards to possible compensation. Such risks need to be taken in account by the Contractor when determining the required contingency of the project, and would thus be reflected in the Contract price, to the disadvantage of the Administration.</p> | No change to RFP |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|--|---|
| 22 | HVAC | TS1.8.2 | <p>With the car stopped and the HVAC system operating at normal conditions, the noise level measured 50 feet horizontally from the centerline of the roadway at the axle centerline elevation shall not exceed 75 dBA on the flat response scale of a standard sound level survey meter, as defined in TS Section 1.8.1, at any point along the length of the car on either side.</p> <p>PROPOSER'S REQUEST: Please clarify if the "sound level survey meter "means Type 2 sound level meter. In addition, please clarify what the "flat response scale" is meant. While the sound level meter has flat weighting, this section requires 75 dBA. Therefore, this means a weighting, not flat weighting. It seems that "flat" is a typo and "fast" is correct, because the section 1.8.1 requests to use slow meter scale</p> | <p>The sound level meter in section 1.8.2 refers to the ANSI S1.4 Type 2 sound level meter specified in TS 1.8.1.</p> <p>The RFP has been revised to the following:</p> <p>With the car stopped and the HVAC system operating at normal conditions, set the sound level meter to an A-weighted slow meter response, with the microphone placed 50 feet horizontally from the centerline of the roadway. At the axle centerline elevation, the noise level shall not exceed 75 dBA, at any point along the length of the car on either side.</p> |
| 23 | HVAC | TS1.9 | <p>The cars shall be overhauled, manufactured, and adjusted to operate in-train and be compatible in all respects with the Administration's existing fleet and the new MARC IV multi-level vehicles.</p> <p>BIDDER'S REQUEST: Please confirm that this requirement is applicable only for new or modified portions.</p> | <p>Any work performed on the vehicle during the scope of work shall result in compatibility with the MARC fleet, unless noted otherwise in the specification.</p> <p>See question 199. RFP has been revised.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 24 | Minimum Qualification | 2.1.2 | <p>The Offeror shall be certified by the Maryland Insurance Administration. As proof of meeting this requirement, the Offeror shall provide with its Proposal a current certificate issued by the Maryland Insurance Administration evidencing the Offeror's certification as a certified candidate.</p> <p>BIDDER'S REQUEST: Please delete this requirement. Per our investigation, the Maryland Insurance Administration oversees the providers and producers of insurance product. (e.g. Life, Health) Since we are not providing this type of service then registration with this organization is not possible because we would not be able to provide the information needed to the Insurance Administration to obtain certification.</p> | <p>MTA agrees to remove section 2.1.2, however, the contractor is required to comply with all requirements specified in section 3.13.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--|----------------|---|---|
| 25 | Liquidated Damages for Times of Completion | 3.5.10 | <p>If all or any designated portion of the work called for under the Contract is not completed and delivery is not made within the number of days set forth in Section 3.2.3 or any subsequent revisions thereto by Change Order, damage will be sustained by the Administration. In such an event, the Contractor shall pay to the Administration the amount set forth in the following as liquidated damages per calendar day for every day's delay prescribed. The Administration may deduct the sum of liquidated damages from any monies due, or if such monies are insufficient, the Contractor or his Surety(ies) shall pay to the Administration any deficiency in monies within 30 days of demand therefore by the Administration.</p> <p>BIDDER'S REQUEST: Please modify as follows; If all or any designated portion of the Work called for under the Contract is not completed and delivery is not made within the number of days set forth in Section 3.2.3 or any subsequent revisions thereto by Change Order, damage will be sustained by the Administration. In such an event, the Contractor shall pay to the Administration the amount set forth in the following as liquidated damages per calendar day for every day's delay prescribed. In no event shall the Contractor pay, in aggregate, to the Administration liquidated damages in excess of 5% of the contract price. The Administration may deduct the sum of liquidated damages from any monies due, or if such monies are insufficient, the Contractor or his Surety(ies) shall pay to the Administration any deficiency in monies within 30 days of demand therefore</p> | See question 13. MTA agrees to cap Liquidated damages at 10% of the contract value. |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---|----------------|--|------------------|
| 27 | Warranty of Work - Engineering Support | 3.7.4.1.3 | <p>The Contractor shall, at its own expense, have a competent engineering staff available on request to assist the Administration's staff in the resolution of engineering or design problems within the scope of the specifications that may arise during the first two (2) years after the final acceptance of the last MARC III coach. The Contractor's engineering representatives shall be available to assess problems on-site within 48 hours of notification during the Contract period if required by the Administration. Engineering support shall be made available to support the overhauled MARC III coaches during the remainder of their life span on terms mutually agreed upon by the Contractor and the Administration, with any applicable labor rate charges being no more than the Contractor's most favored customer.</p> <p>BIDDER'S REQUEST:</p> <p>The Contractor shall, at its most favored customer's labor rate charges and expense, have a competent engineering staff available on request to assist the Administration's staff in the resolution of engineering or design problems within the scope of the specifications that may arise during the first two (2) years after the final acceptance of the last MARC III coach. The Contractor's engineering representatives shall be available to assess problems on-site within 48 hours of notification during the Contract period if required by the Administration. Engineering support shall be made available to support the overhauled MARC III coaches during the remainder of their life span on terms mutually agreed upon by the Contractor and the Administration, with any applicable labor rate charges being no more than the Contractor's most favored customer.</p> | No change to RFP |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--|--------------------|---|------------------|
| 28 | Warranty of Work - Safety Defects, High Failure Rate | 3.7.4.1.4, 3.7.4.2 | <p>Any safety related defect identified by the Administration or the Contractor, which affects any products or services provided under the contract, shall be repaired by the Contractor using its own resources, work force, tools, equipment, and parts for a two (2) year period from the date of final acceptance of the last MARC III coach. Repairs shall be carried out in accordance with the requirements of Section 3.7.4.3. This provision is in addition to any statutory rights available to the Administration.</p> <p>BIDDER'S REQUEST:</p> <p>In addition to the above warranty, if any single failure mode on a single component of any new, upgraded, or overhauled subsystem develops and the number of such failures reaches 10% (ten percent) of the population of an item in any single year during the warranty period, the Contractor shall provide, at the Administration's fair and reasonable option acceptable to the Contractor, full approved repairs, adjustments, or redesign and replacement, at no cost to the Administration. Such correction shall be to the Administration's satisfaction and shall include correction to all cars.</p> <p>"Single year" is defined for the purpose of this section as a 12-month period starting at commencement of placing the first MARC III coach into revenue service until the warranty period expires. The failure rate shall be computed by using relevant failures as defined in Section 3.4.2 of the Special Provisions, which shall be counted for the purposes of determining this statistic.</p> | No change to RFP |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--------------------------|----------------|---|------------------------------------|
| 29 | Rights in Technical Data | 3.7.7 | <p>Rights in Technical Data</p> <p>BIDDER'S REQUEST: Please replace this article with the following.</p> <p>3.7.7 RIGHTS IN TECHNICAL DATA The requirements in this section is in addition to the requirements specified in Section 5 (“Rights to Records”) of Attachment A. Technical data means any and all information of a scientific or technical nature, regardless of form or characteristics, to be furnished by the Contractor pursuant to this Contract. It includes, but is not limited to, development or engineering work plus the information used to define a design or process or to procure, produce, support, maintain, or operate the goods, supplies, systems, and equipment furnished hereunder. Examples of technical data include research and engineering data, proprietary software, production drawings, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The Administration, its employees and consultants, shall have the limited right to use, duplicate and disclose, in whole or in part and without charge, all technical data, in the limited manner and for the limited purpose when, in the opinion of the Administration, such use is required by the Administration in the installation, operation, modification, maintenance, repair, replacement, overhaul, or training involved with the MARC III coach and its system, subsystem, equipment, or LLRU. The Contractor hereby assigns, conveys and grants to the Administration and its subsidiaries and</p> | RFP Section 3.7.7 has been revised |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------|----------------|---|------------------|
| 30 | Insurance Types | 3.13.1 | <p>Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include:</p> <p>[X] Personal and Advertising Injury coverage, [X] Products and Completed Operations coverage, [X] Independent Contractors coverage, [X] Terrorism coverage, [] XCU coverage (explosion, collapse, and underground hazards) [] Contractual liability exclusion (applicable to work to be performed within 50 feet of railroad tracks) must be removed. [X] Additional Insured Endorsement naming MTA.</p> <p>BIDDER'S REQUEST: Please delete the requirement for Terrorism coverage. This is not typical coverage required in the industry and for the scope of work that is being provided.</p> | No change to RFP |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|--|----------------------------------|
| 31 | Testing | 5.5 | <p>The Contractor shall submit an On-vehicle Climate Control Validation Test Plan for approval (CDRL 503).</p> <p>BIDDER'S REQUEST: The bidder would like to request this requirement please be deleted.</p> <p>The bidder considers that the “On-vehicle Climate Control Validation Test” will not be needed because the HVAC cooling capacity using referent R407C will be verified by the HVAC system qualification test and the heat transfer of the car body and the air distribution of the car will not change after the overhaul.</p> | See question 6, no change to RFP |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------|----------------|---|---|
| 33 | Indemnification | 3.7.9 | <p>In accordance with COMAR 21.07.03.23, the state shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.</p> <p>BIDDER'S REQUEST: Please replace this article with the following.</p> <p>3.7.9.1. The Contractor shall indemnify and save harmless the Administration from loss and liability upon any and all claims on account of such injuries to persons or such damages to property arising from or in connection with the Work, irrespective of the actual cause of the accident, irrespective of whether it shall have been due in part to negligence of the Contractor or his Subcontractors, but excepting bodily injuries and property damages to the extent caused by the negligence of the Administration, including losses and liabilities caused by the Administration's modification of the MARC III coaches, systems, subsystems or components thereof (collectively, the "equipment") without the knowledge and concurrence of Contractor, the Administration's overhaul/remanufacture of the equipment through its own personnel or agents of the Administration other than Contractor, or the Administration's failure to maintain or its neglect of the equipment, except where the Administration's deficient or neglectful work was caused by misrepresentation or misinformation provided by the Contractor.</p> <p>3.7.9.2. To the extent that any claims of bodily injury or property damage are asserted against the Contractor and are caused by the Administration's modification of the equipment</p> | COMAR is Maryland law and cannot be adjusted. No change to RFP. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|----------------------------|----------------|--|---|
| 34 | Vestibule Doors | TS 4.3.3 | <p>The Contractor shall propose an alternate design to the existing electrically operated overhead door operator and touch switch. [CDRL 404]</p> <p>BIDDER'S REQUEST: Please clarify how the contractor proposes its pricing. Due to no applicable line item on the price form, the offeror understands the Administration will issue the change order based on the technical proposal's approval by the Administration after the contract execution.</p> | <p>The specification shall be revised to state the following: The Contractor shall provide a new design to the existing electrically operated overhead door operator and touch switch. [CDRL 404]</p> |
| 35 | Modernization Requirements | 5.3 | <p>The Contractor shall also install an emergency shut off switch in the vehicle that shall have provisions for sealing, at a location to be proposed by the Contractor. The function of the shutdown switch will allow the HVAC units to be shut down by a member of the crew in order to mitigate the risk of circulating smoke into the vehicle interior in the event of an emergency.</p> <p>BIDDER'S REQUEST: Please clarify if this function is train lined or each car based.</p> | <p>The emergency shut off function is not a trainline function.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------------------|----------------|--|--|
| 37 | Noise and Vibration Tests | TS 7.4.5 | <p>Noise and vibration tests shall only apply to equipment that has been upgraded or redesigned. The Contractor shall prepare a list of equipment that requires noise and vibration testing for the Administration's review and approval. [CDRL 1405]</p> <p>The Contractor shall perform the following tests on the first overhauled vehicle. These tests shall be performed at the Contractor's facility or on the Administration's property, as appropriate.</p> <p>A. Noise Tests</p> <p>BIDDER'S REQUEST: The specification requires to perform noise tests on the first overhauled vehicle. However, there is no requirement, nor description on the vibration tests. The offeror would like to confirm no vibration test is required.</p> | <p>The contractor is required to perform vibration testing in order to verify compliance with the vibration requirements of the HVAC unit, specified in section 1.8.3.</p> <p>The specification will be revised to state the vibration requirements.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|---|---|
| 38 | MDBF | 9.6.3 | <p>The Contractor shall be responsible for providing a highly reliable vehicle. The Mean Distance Between Failures (MDBF) shall not exceed 150,000 miles.</p> <p>It should also be noted that for individual components within the subsystem, the cumulative fleet defect rate in any 12 consecutive month period shall not exceed 10% of the overall failure rate.</p> <p>The estimated mean time between failures for the major new and upgraded systems shall be quantified by the Contractor while vehicle is operated in service on the Administration's property. The achieved reliability shall be submitted in a Reliability Report to demonstrate compliance with the fleet defect requirement. The Reliability Report shall be updated monthly and resubmitted throughout the general and extended warranty periods, or until fleet defects are satisfactorily corrected.</p> <p>BIDDER'S REQUEST:</p> <p>a) First paragraph – Clarify the definition of MDBF. Is it total car miles for the fleet divided by the total number of all component failures (Types 1 through 4) or does it only consider failures that cause a service interruption? Also, is this based on a 6-month or 12-month rolling average?</p> <p>b) First paragraph – We believe “shall not exceed” should be replaced with “shall meet or exceed”.</p> <p>c) Second paragraph – Clarify whether the overall failure rate is for that subsystem or for the overall failure rate of all components on the entire vehicle.</p> <p>d) Third paragraph – Consider changing the first two sentences to: “The achieved mean distance between failures</p> | <p>Reliability Requirements have been updated. It is the Contractor's responsibility to provide an MTBF estimate for new and upgraded equipment.</p> <p>The RFP will be revised accordingly</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 39 | Hazards | 11.5 | Preliminary Hazard Analysis / Hazard Tracking Log Worksheet BIDDER'S REQUEST: Please add table headers to the worksheet format. | The table provided should be considered a sample only, the actual format will be reviewed after the award of contract. No change to RFP. |
| 40 | Design Considerations | 1.3 | Do the cars as they are presently configured and operating meet the requirements of this section? | The cars met the requirements of the aforementioned section when the cars were delivered. Therefore, the requirements of this section are required as the scope of work. No change to RFP |
| 41 | Interior Noise Levels | 1.8.1 | Do the cars and equipment presently installed meet the 76 dBA requirements of this section? | The cars met the requirements of the aforementioned section when the cars were delivered. Therefore, the requirements of this section are required as the scope of work. No change to RFP |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 42 | Exterior Noise Levels | 1.8.2 | Do the cars and equipment presently installed meet the 75 dBA requirements of this section? | The cars met the requirements of the aforementioned section when the cars were delivered. Therefore, the requirements of this section are required as the scope of work. No change to RFP |
| 43 | Vibration Criteria | 1.8.3 | Do the cars and equipment presently installed meet the vibration requirements of this section? | The cars met the requirements of the aforementioned section when the cars were delivered. Therefore, the requirements of this section are required as the scope of work. No change to RFP |
| 44 | Frame | 2.2 | Can original truck inspection reports be made available to the contractor for use as a reference while accomplishing truck frame traming and inspections? Did the truck frames meet the 1/16” tram difference requirement when built? | Car history books can be made available at the Contractor's request. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|---|--|
| 45 | Frame | 2.2 | If original tram reference points are not found or have been damaged, does MARC have a specific location on the pedestals where the tram reference points are to be located? | To be discussed and reviewed as part of the contractor's truck overhaul plan CDRL submittal (CDRL 201) |
| 47 | Frame | 2.2 | Cracks and/or other structural defects – does the Authority have criteria that provides a defined rejection based on size, location, depth or other limits that would make a truck frame condemnable? | If the truck cannot be restored to OEM standards then the truck is considered condemnable. |
| 48 | Frame | 2.2 | Are there any truck assemblies that will be part of the program that have been in accidents, derailments, etc. and if so have them been inspected, repaired and trammed to return them to the OEM requirements? | No derailments have been noted. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|--|---|
| 50 | Frame | 2.4.1 | Would the use of heli-coil inserts be an acceptable method for repair of tapped holes? | MTA will review on a case by case basis |
| 52 | Frame | 2.4.1 | Journal Box Hangers – Can the authority provide an estimated quantity of hangers that would require replacement or major repairs so all bidders are providing costs for the same specific work? | No journal box hangers are expected to be replaced. Any journal box hangers which require renewal will be covered under the miscellaneous work allowance. |
| 53 | Frame | 2.4.1 | Radius arm seat and bolt holes – Can the authority provide an estimated quantity of seats and holes that would require repair, welding, machining, etc. so all bidders are providing costs for the same specific work. | No radius arm seats or bolt holes are expected to require repairs. Any components which require renewal will be covered under the miscellaneous work allowance. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---------------|----------------|---|---|
| 56 | Bolster | 2.4.2 | Would the use of heli-coil inserts be an acceptable method for repair of tapped holes? | MTA will review on a case by case basis |
| 57 | Bolster | 2.4.2 | Wear Plates – What action is to be taken if existing wear plates are beyond the .125” wear limit and are at that point condemnable? Can the authority provide a quantity of wear plates that would be part of the base bid costs and then any wear plates beyond that quantity would be considered as ‘Hidden Damages’? | MTA can confirm that all wear plates shall be renewed. The RFP shall be revised accordingly. |
| 58 | Bolster | 2.4.2 | Center Castings – What action is to be taken by the contractor is a center casting is found to be damaged, worn or otherwise non repairable? | If the center casting cannot be restored to OEM standards then the truck frame is considered condemnable. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|---|----------------|---|---|
| 60 | Bolster Anchor Rods | 2.4.3 | Repair or replacement of anchor rods - Can the authority provide a base quantity of anchor rods that would be part of base work and any quantity above that value would be considered 'Hidden damages'. | No anchor rods are expected to require replacement. Any anchor rods which require renewal will be covered under the miscellaneous work allowance. |
| 61 | Radius Arms | 2.4.4 | What action is to be accomplished if radius arms are found to be damaged, worn or otherwise suitable for overhaul? | Radius Arms which are found to be unsuitable for overhaul shall be scrapped. |
| 62 | Roller Bearing Seats of the Radius Arms | 2.4.4 | What action is to be accomplished if seats on the radius arms are found to be damaged, worn or otherwise suitable for overhaul? | Radius Arm seats which are found to be unsuitable for overhaul shall be scrapped. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|----------------------|----------------|---|---|
| 63 | A-Primary Suspension | 2.4.7 | <p>Primary Springs The 2nd statement of this section contradicts the 4th statement in this section. Which statement is to be regarded as the actual requirement for this section?</p> <p>If the 4th statement is to be the requirement – Can the authority provide a base work quantity of primary springs that would be part of the base bid pricing and any quantity above that level would be considered ‘Hidden Damages’?</p> | <p>There are two components to primary spring pack, an inner bare steel coil spring and an outer rubber coated steel coil spring. The second statement pertains to the rubber coated springs. See question 1 for scope requirements</p> <p>The intent of the fourth statement is to require the contractor to replace any primary spring packs which do not meet the empty weight installed height requirements specified in the third statement.</p> |
| 64 | Air Piping | 2.4.8 | <p>Air Piping – Can the authority provide a base work quantity of air pipes and/or fittings that would be part of the base bid pricing and any quantity above that level would be considered ‘Hidden Damages’?</p> | <p>For bidding purposes, the contractor shall assume 150 linear feet of air piping renewal.</p> |
| 65 | Painting | 2.4.11 | <p>What type of enamel paint is to be utilized for painting of the trucks – Acrylic Enamel, Epoxy, Urethane, etc.</p> | <p>RFP requires silver enamel to be used and specific details to be approved by the Administration.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|--|---|
| 66 | Reconfiguration | 3.3 | Please provide additional data to define 'latest OEM specifications and requirements' that the air brake system is to be configured to. | The Contractor is expected to obtain this information from the OEM. |
| 68 | Reservoirs | 3.4.2 | Can the authority provide a base quantity of reservoirs, drain valves and/or auto drain valves that would be replaced as part of the base work costs and any quantity above this level would be considered 'Hidden Damages'? | See question 9 |
| 70 | Overhaul Requirements | 4 | Does the OEM for the door systems have a specification that has been approved by the authority to meet the intent of this section? | See question 140. All drawings and manuals will be provided on a DVD at the request of the Offeror. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------------------|----------------|--|--|
| 72 | Mechanical Lock Assembly | 4.3.1.5 | Are there any know issues or problems with the existing mechanical lock assemblies? | All vehicles are operating in revenue service, therefore, no issues are anticipated. |
| 73 | Door Operator Cutout Switches | 4.3.1.7 | Are there any know issues or problems with the existing cutout switches? | All vehicles are operating in revenue service, therefore, no issues are anticipated. |
| 74 | Emergency Door Release Assemblies | 4.3.1.10 | Are there any know issues or problems including corrosion or corrosive build up in or with the emergency release assemblies? | All vehicles are operating in revenue service, therefore, no issues are anticipated. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 75 | Door Closing Warning | 4.3.1.15 | Visual door warning alarms – are there any change to the type or quantity of visual warning alarms to be made by the Contractor? | No changes required. |
| 76 | Outside Signal Lights | 4.3.1.17 | New 'LED' indicator lights – are the new lighting fixtures to be mounted in same locations and in the same quantity as existing signal lights presently installed on the cars? | Yes and the fixtures shall comply with the static and dynamic profile |
| 77 | Side Door Panels | 4.3.1.20 | How is the contractor to handle replacement of side door panels that are found to be damaged, corroded or otherwise found not suitable for service? So that all bidders are providing bids that are equal – can the authority provide an estimated quantity of side door panels that could require replacement and how will replacement door panels be handled as 'Hidden Damages'? | For bidding purposes, the Contractor shall assume two complete door sets will be required for replacement |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|------------------|----------------|---|--|
| 78 | Side Door Panels | 4.3.1.20 | Dings and dents in existing doors – what is the contractor to accomplish regarding dings, dents, scratches, etc. on or in the door sheathing panels? What would be the repair requirements for dings, dents, gouges, scratches, etc? | Refer to question 5. |
| 80 | End Doors | TS 4.3.2 | Pneumatic Seals and 3-way air valves – Are there any know issues or problems with existing seals and/or valves that contractor should be aware of? Can the authority set a base quantity of air seals and/or valves that would be considered base work cost items and any quantity level above that would be considered ‘Hidden Damages’? | The MTA requires renewal of all pneumatic seals on F-End body end door of the cab cars. No known issues have been identified with the three way valves. The specification will be revised. |
| 81 | End Doors | 4.3.2 | Dings and dents in existing doors – what is the contractor to accomplish regarding dings, dents, scratches, etc. on or in the door sheathing panels? What would be the repair requirements for dings, dents, gouges, scratches, etc? | Refer to question 5. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------|----------------|--|--|
| 82 | End Doors | TS 4.3.2 | In the last paragraph – ‘reinstall the door lock assembly’ – This statement does not relate to the other work stated in this paragraph – please clarify. | The RFP has been revised to state the following: The contractor is required to overhaul the door lock assembly. |
| 83 | Vestibule Doors | 4.3.3 | Dings and dents in existing doors – what is the contractor to accomplish regarding dings, dents, scratches, etc. on or in the door sheathing panels? What would be the repair requirements for dings, dents, gouges, scratches, etc? | Refer to question 5. |
| 84 | Trap Doors | 4.3.4 | Other than the work stated in the specification – what action is the Contractor to take if trap doors are not fully functional and operational? Repair or replacement of trap door operating parts or components should be stated on a percentage basis and repairs or replacements above the stated level would be considered ‘Hidden Damages’. | All trap doors are maintained to fully functional status. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 85 | Scope of Work | 5.4.4.2 | The replacement refrigerant R-407C – has the product been tested and verified that it will provide sufficient capacity, operating pressures and thermal control to maintain the HVAC system operating conditions required of the revised HVAC specifications? | The conversion from R-22 to R-407C has become an industry proven methodology. Specifics are known to vendors but the capacity has not been tested at MTA. |
| 86 | Qualification Testing | 5.5.1 | Climate Room Testing – Delaware Car Company requests that the authority delete the requirement for climate room testing and/or approve the contractor to provide a test plan that would run and test the system in an operational test instead of the HVAC system without a climate room. The authority has tested the control system using the ‘temperature controller’ specified for some time and apparently has found the unit and associated controls and has found the system to meet the requirements of this section. | Refer to question 6 |
| 87 | Qualification Testing | TS 5.5.1 | The functional and acceptance testing required in 5.5.2 should prove the operation and acceptance criteria for the system. | The MTA agree on this statement, subject to the approval of the acceptance testing procedure. The specification has been revised to add CDRL 507 (Acceptance Testing Procedure) |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|-----------------------|----------------|---|---|
| 88 | Qualification Testing | 5.5.1 | We do not find any requirement to inspect, test or verify the operation and serviceability of the other installed heat system(s). | The MTA confirms that the other heating components listed in question 89 are not included in the scope of work. |
| 89 | Qualification Testing | 5.5.1 | <p>Will the following require testing, inspection, repair, etc?</p> <ul style="list-style-type: none"> a. Door pocket heaters b. Floor heat c. Cab heater and defrosters d. Freeze protection systems for waste systems and potable water | The MTA confirms that the other heating components specified in this comment are not included in the scope of work. |
| 90 | Qualification Testing | TS 5.5.1 | If the above are to be inspected, tested and/or repaired – what percentage of each item is to be considered base work and what action is to be taken if that percentage of units is exceeded? The Authority should set a value of units that are base work and above that value would be considered ‘Hidden Damages’. | The MTA confirms that the other heating components specified in this comment are not included in the scope of work. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--------------------|----------------|---|--|
| 91 | HVAC System Wiring | TS 5.5.1 | Are there any known issues or problems with existing HVAC system wiring? Does the existing wiring meet the requirements of the refurbishment specification? | No known issues have been identified. Regarding wiring, refer to section 8.1. |
| 92 | HVAC System Wiring | TS 5.5.1 | Will the upgraded HVAC system equipment, controls, sensors, etc. require replacement or installation of additional wiring and/or the type of wiring (i.e. replace single conductor wiring with shielded wiring, twisted pairs, multi-conductor cables, etc.?) | Additional wiring or sensors are contingent on the temperatures controller and/or other equipment provided by the Contractor. The specification will be revised to the following: 1.12.2.2 1.12.2. Relays, Contactors and Other Components - Scope of Work If any additional electrical wiring or components is required in order to complete any part of the scope of work specified in the Contract, then these components will be supplied by the Contractor. |
| 93 | HVAC System Wiring | TS 5.5.1 | Are HVAC system currently equipped with 'Blower Fan Emergency Shut Off Switches'? If not, does the Authority require installation of fan switches on each level and end of the car for use in case of fire or other anomaly with the air distribution system? | Currently, the MARC III coaches do not have an emergency shut off installed. The Contractor has flexibility regarding the method of achieving the Contract requirements however, a mushroom pushbutton is required for a member of the crew to mitigate the risk of circulating smoke in the event of an emergency. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|----|--------------------------|----------------|---|--|
| 94 | Exterior Speakers | TS 6.3.2.3 | The specification states ‘A minimum of two to be installed in each coach side with a possible third speaker to be installed at the longitudinal center of each side of the coach’. In order to help establish proper pricing for the speakers, installation work, wiring, etc. and to insure proper ‘performance’ which may not be determinable until after operational testing of the cars should this section be reworded to state that ‘three speakers are to be installed in each side of the coach’ at the locations indicated in the original text? | The requirement for a third speaker will be removed from the scope of work. However, the Contractor is required to meet the requirements of the specification using only two speakers. The RFP will be revised accordingly. |
| 95 | Exterior Speakers | TS 6.3.2.3 | Adjustment of speaker output level – is this to be accomplished by adjustable taps on the line transformer inside each speaker unit or by other means adjustable and accessible only by maintenance staff? | Adjustment levels should only be accessible to maintenance personnel. |
| 98 | GPS Receiver and Antenna | 6.3.4.10 | Location of the combination antenna – is there a specific location for the antenna to be installed, i.e. at the junction of the end frame and roof with the antenna mounted to a support at the top of the end frame with the antenna extending above the end of the roof, on the top of the roof at a point clear of the HVAC units, etc.? | MARC will provide recommendations on the vehicle with consideration to the dynamic vehicle profile. However, the Contractor will provide the final location based on meeting the technical requirements. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------------|----------------|--|--|
| 99 | GPS Receiver and Antenna | 6.3.4.10 | Is existing system wiring compatible and useable with the upgraded and expanded 'Communications' system and equipment? If not, please provide additional information on upgrading and/or changes required to the system interconnection, wiring and types of wire or cables to be installed. | Refer to question 92. |
| 100 | Limitations | 7.2.1 | Failure of a system, component or equipment not directly related to the work accomplished per this vehicle upgrade specification which would require troubleshooting, repair, delays, etc. – we understand that the Administration would provide required spare parts but how is the contractor to be reimbursed for labor and other costs directly related to a failure outside of its control? | The Contractor is not responsible for part repairs or replacement for failed components not included in the scope of work. Refer to Attachment A Section 19 - Delays and Extensions of Time. As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---|----------------|---|---|
| 105 | Acceptance Tests at Contractor's Facilities | 7.4.3 | <p>Item I – Air Conditioning and Heating Tests – What is the contractor to accomplish and how would they be compensated for repairs, etc. for parts of the HVAC system not included in the work scope specification, i.e. – cab heater / defroster, floor heat, anti-freeze and layover protection, etc.?</p> <p>Delaware Car Company also requests a variance from the Administration to delete the requirement for a ‘Climate Room’ test process to verify the HVAC system and instead accomplish operational tests to confirm system meets the upgrade vehicle specification requirements.</p> | <p>As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16.</p> <p>Regarding climate room tests, see question 6</p> |
| 106 | Acceptance Tests at Contractor's Facilities | 7.4.3 | <p>Item I – Water System Test – Please define what the ‘Administration’s consideration’ for repair of problems found with the water system, waste systems, etc. Repairs, replacement of components, etc. should be a cost extra to the contract and could be handled as ‘Hidden Damages’</p> | <p>As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---|----------------|--|---|
| 107 | Acceptance Tests at Contractor's Facilities | 7.4.3 | Item K – Carbody Water Leakage – What action is the contractor to take relating to carbody water leaks or leakage in areas not directly related to the work accomplished under this upgrade specification? How would the contractor be compensated for labor and/or materials to correct leakage issues? | As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16. |
| 108 | Acceptance Tests at Contractor's Facilities | 7.4.3 | Item N – Equipment Heaters - What action is the contractor to take relating to problems with equipment heating systems/components? How would the contractor be compensated for labor and/or materials to correct issues? | As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16. |
| 109 | FRA and APTA Inspections | 7.4.3.1 | What action is the contractor to accomplish relating to completion of the required inspections and tests i/a/w applicable standards and regulations, i.e. cab signal system test, etc. and the resulting repairs or other action if the system or controls fail the required tests? | <p>The Contractor is not responsible for part repairs or replacement for failed components not included in the scope of work. Refer to Attachment A Section 19 - Delays and Extensions of Time.</p> <p>As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------|----------------|--|--|
| 111 | Track Testing | 7.4.4 | Does MARC have an agreement with Amtrak to perform these tests on the NEC? | Yes |
| 112 | Track Testing | 7.4.4 | ‘Test runs may be modified at the discretion of the Administration’ – Tests are specifically listed in this section – please provide some insight into what potential ‘modifications’ could be considered that could impact planning, labor, equipment, etc. for the contractor. | No change to RFP. |
| 113 | General | N/A | Will all of the vehicles to be part of the refurbishment program be in full working order when delivered to the Contractor? | Yes, cars will be exiting revenue service before availability to the Contractor. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------------|----------------|---|--|
| 114 | Gear Box | 4.3.1.4 | <p>Specification requires, "...assure that the gears rotate freely and mesh accurately without backlash."</p> <p>This is incorrect because gears without backlash will bind. Gear backlash must be adjusted as defined in Chapter 9.4 of the Heavy Maintenance Manual (Section 7.3).</p> | Agreed, the specification will be updated accordingly. |
| 116 | Mechanical Lock Assembly | 4.3.1.5 | <p>Specification requires, "The mechanical door lockout assembly shall be removed cleaned and inspected. The operation of the cutout switch shall be verified."</p> <p>1 – The existing mechanical lock is not released from the cutout position when any of the emergency handles are actuated. APTA SS-M-18-10 Paragraph 2.8.1 "Door Isolation Lock requires, "The device shall be capable of being overridden by the door emergency release mechanism." Also APTA Paragraph 2.9 requires, "The emergency release mechanism, when activated, shall unlatch the door, disengage or unlock the door isolation lock (if engaged), ..."</p> <p>Please confirm MTA does not require the mechanical cutout locks to be upgraded so the emergency handles will release them.</p> | MTA is requiring an APTA compliant configuration. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|----------------------------|----------------|--|---|
| 119 | Master Door Controllers | 4.3.1.8 | <p>2 – On the MARC II B overhaul project, replacement MDCs were provided that were sealed. Please advise if this feature is desired on MARC III.</p> <p>Unless MTA specifies this, this upgrade will not occur.</p> | The door controllers shall not be replaced. |
| 122 | Vestibule Doors | 4.3.3 | <p>Specification requires, “The door hangers, upper guide, sills, lever, arms, and base shall be overhauled or renewed to restore original functionality. For estimating purposes, it is anticipated 20% of hangers, guides, and arms will be replaced.”</p> <p>The bidder would like to propose an alternate rail transit service proven roller-and-track style hanger design incorporating:</p> <ul style="list-style-type: none"> • Permanently sealed bearings surrounded by elastomer tires for quiet operation • No maintenance • Cams to facilitate door height and tilt adjustment on the car. • Installs in the same space envelope as existing hanger <p>Please comment on the acceptability of an alternate door hanger design.</p> | All OEM part upgrades proposed by the OEM will be considered on a case by case basis. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|--|--|
| 123 | General System Description , Vestibule Doors | 4.1, 4.3.3 | <p>Specification 9.1 requires, “The vestibule doors are electrically powered by an overhead door operator and will have a proposed alternate design using linear synchronous motor technology or permanent magnet type synchronous motor technology and microprocessor control.”</p> <p>Similarly, Specification 4.3.3 requires, “The Contractor shall propose an alternate design to the existing electrically operated overhead door operator and touch switch. [CDRL 404] The alternate design shall utilize linear synchronous motor technology or permanent magnet type synchronous motor technology and microprocessor control. “</p> <p>The bidder intends to quote an alternate design that uses pulse width modulation (PWM) to control the door operator motor instead of frequency controls associated with synchronous motors.</p> <p>This has been demonstrated to the MTA prior to the issuance of this specification and the bidder understood this to be an acceptable approach by MTA. PWM controls are a more efficient way to provide the required door motion profile and obstruction features.</p> <p>Please remove the word “synchronous” for the alternate design in both paragraphs.</p> | Acknowledged, the RFP will be revised accordingly. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-----------------------|----------------|---|--|
| 124 | Crew Switch | 4.3.1.16 | <p>Specification 4.3.1.16 requires, “The Contractor shall renew the interior and exterior crew switches. Their functionality shall be validated to OEM requirements. All exterior crew switch covers and gaskets shall be renewed.”</p> <p>The OEM supplied Outside Crew Switches for these cars but is unaware of any inside crew switches.</p> <p>Please advise if the cars have been retrofitted with inside crew switches. If not, please remove this requirement from the specification.</p> | <p>MARC has not retrofitted the car, to include inside crew switches. Therefore, the requirement will be removed from the RFP.</p> |
| 125 | Outside Signal Lights | 4.3.1.17 | <p>Specification 4.3.1.17 requires, “The outside door indicator lights shall be replaced with LED indicators mounted in low profile housings. The indicators shall be visible in bright daylight from the end of an eight (8) car consist.”</p> <p>Please confirm that MTA will accept re-using the existing outside signal light housings, understanding that the incandescent lamps need to be replaced with LEDs and the lenses and hardware renewed.</p> | <p>The housing may be reused as long as the Contractor meets the technical requirements of 4.3.1.17</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-----------------------------|----------------|---|---|
| 128 | Completion of Work Schedule | 3.2.3 | Can MTA clarify the meaning of ‘Access +120 days’? Does this indicate the supplier must be capable of overhauling and returning to service each vehicle within a 120 day period? | <p>This requirement means that the car must be overhauled and delivered to MARC 120 days after the Contractor takes possession of the vehicle.</p> <p>Access has been added to definitions list</p> |
| 129 | Summary of Work | 3.5.10.1 | Liquidated Damages are quantified, but are not capped. Proposers will have to price in this risk accordingly. Would MTA consider capping cumulative Liquidated Damages at 5% of Contract Value? | See question 13. MTA agrees to cap Liquidated damages at 10% of the contract value. |
| 130 | Summary of Work | 3.7 | Liquidated Damages are quantified, but are not capped. Proposers will have to price in this risk accordingly. Would MTA consider capping cumulative Liquidated Damages at 5% of Contract Value? | See question 13. MTA agrees to cap Liquidated damages at 10% of the contract value. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-------------------------|----------------|---|---|
| 131 | Hazardous Materials | 3.7.2.3 | <p>The RFP states that asbestos and other hazardous materials may be present on the vehicles.</p> <p>Does MTA know of any locations where hazardous materials can be found?</p> | See question 3. Refer to section 3.7.2.3 regarding miscellaneous work |
| 132 | Hazardous Materials | 3.7.2.3 | Does MTA as part of the contract anticipate that the contractor will conduct extensive material analysis to locate hazardous materials? | See question 3. Refer to section 3.7.2.3 regarding miscellaneous work |
| 133 | Measurement and Payment | 3.9 | <p>Contractor incurs significant expenses between NTP and first payment indicated in the RFP.</p> <p>Could MTA consider a down payment at NTP?</p> | <p>The Contractor may invoice the MTA for "Mobilization" effective at the date of NTP. This mobilization cost is quoted by the Contractor on the Unit Price Schedule line 1a. See section 3.9.4.3.2</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------------|----------------|--|---|
| 139 | Technical Specifications | 2 through 7 | <p>RFP indicates that overhaul of specified systems should be done according to OEM recommendations, specifications, manuals, testing and performance e.g. disassembly, assembly, repair, replacement, testing.</p> <p>Where RFP does not clearly mention the name of an OEM to use for a specific component but it mentions that overhaul should be done according to OEM specifications/requirements, can bidders use substitutions/alternative suppliers under these conditions?</p> <p>If not, could MTA consider for fair bidding to state the requirement for all bidders to use OEM parts under these conditions?</p> | <p>The Contractor will be provided the OEM manuals and Parts Catalogs. See question 140. The Contractor may also submit alternate proposals. Refer to section 1.13 regarding multiple or alternate proposals.</p> |
| 140 | Technical Specifications | 2 through 7 | <p>RFP indicates that overhaul of specified systems should be done according to OEM recommendations, specifications, manuals, testing and performance e.g. disassembly, assembly, repair, replacement, testing.</p> <p>Are OEM drawings, specifications, manuals and required procedures accessible to Contractor?</p> <p>What can MTA provide? Is it protected by copyright?</p> <p>If MTA cannot provide access to OEM drawings, specifications, manuals and required procedures and if OEM does not cooperate and provide part specification or overhaul specs, what is the alternative?</p> | <p>provided upon further request.</p> <p>See below for revised section 1.10 - Questions</p> <p>The Administration will provide, at the Offeror's request, a MARC III Technical Documents and Drawings DVD which includes MARC III Drawings, Illustrated Parts Catalogs and Running Maintenance Manuals and Heavy Maintenance Manuals. In order to obtain a copy of the DVD, contact the Procurement Officer.</p> <p>It should be noted that the documents and drawings found in the DVD are for reference only and are not intended for use on any other proposal or project. They are provided with no</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-------------------------------------|----------------|--|--|
| 141 | Technical Provisions/Specifications | 1,2,3,4 & 5 | Will MTA allow bidders to provide form, fit and functional equivalents to all OEM items? To non-OEM critical items? | Unless noted otherwise in the specification, when an OEM part is specified, the Contractor is expected to provide this specified part. For bidding purposes, the Contractor may also submit alternate proposals. Refer to section 1.13 regarding multiple or alternate proposals. |
| 142 | Technical Provisions/Specifications | 1.8.1 | Can MTA confirm the currently configured cars do not exceed 76 dbA at the described locations? | Refer to question 41. The cars met the requirements of the aforementioned section when the cars were delivered. Therefore, the requirements of this section are required as the scope of work. It should be noted that the sound levels were measured on several MARC III vehicles with the following results: Exterior sound level ≈65dB Interior sound level on lower level ≈68dB |
| 144 | Scope of Work | 1.12.1.2 | Will cars, released to the overhaul contractor, have the interiors completely cleaned, trash removed and both potable water and waste tanks emptied? | The waste tanks and trash will be emptied before release to the Contractor. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|------------------|----------------|---|---|
| 145 | Wheels and Axles | 2.4.6 | Can MTA state if bidders are to include machining (reprofiling) of all reusable wheels as part of the wheel and axle overhaul? | All reusable wheels shall be reprofiled to OEM requirements. Wheels with less than 25% remaining of the useful life shall be replaced. The RFP will be updated accordingly. |
| 146 | Wheels and Axles | 2.4.6 | Will MTA issue replacement wheels in sets of two (2) or four (4)? | Available quantities are unknown at this time. |
| 147 | Lubrication | 2.4.12 | Technical Specification, Section 03 – Air Brake; 3.4.5, Handbrake, indicates that no work is to be performed with regards to the handbrake. Can MTA clarify if the base scope of work includes adjustment of the handbrake, post reassembly and installation of overhauled equipment on each car? | The hand brake shall be cleaned, tested and restored to OEM requirements. RFP revised accordingly. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|-----------------------|--|--|
| 148 | Deceleration Rates | 3.1.1.B | Can MTA clarify whether the existing cars were designed, and are currently capable of achieving the defined braking performance? | Yes |
| 150 | Technical Provisions/Specifications | 3.4.3 | Can MTA confirm 100% replacement of disc brake friction rings? | <p>Brake Discs shall be replaced with less than 25% of useful life remaining. All replacement brake discs shall be free issued by the Administration. The RFP has been revised to state the following:</p> <p>Brake discs with less than 25% of useful life shall be replaced. All replacement brake discs shall be free issued by the Administration.</p> |
| 151 | Door and Door Control; 4.3.1.2, Side Door Panels; 4.3.2, End Doors; 4.3.3, Vestibule Doors | 4.3.1.2, 4.3.2, 4.3.3 | Does MTA have door panel repair procedures? Or, is the bidder responsible for determining the scope of work and material to perform repairs? | <p>The bidder is responsible.</p> <p>OEM Drawings and Manual CD's will be provided upon further request. See question 140</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-----------------------|----------------|---|--|
| 152 | Side Door Panels | 4.3.1.2 | For purposes of bidding, does MTA have a replacement percentage for LH/RH side doors on the cab and coach cars? | Unless a penetration hole exists, then no repair is required. Any damage which effects water tightness or door functionality should be repaired. MARC does not anticipate any renewed door panels. Any door panels which require renewal will be covered under the miscellaneous work allowance. |
| 153 | Door and Door Control | 4.3.2 | For purposes of bidding, does MTA have a replacement percentage for end doors on the cab and coach cars? | Unless a penetration hole exists, then no repair is required. Any damage which effects water tightness or door functionality should be repaired. MARC does not anticipate any renewed door panels. Any door panels which require renewal will be covered under the miscellaneous work allowance. |
| 154 | Vestibule Doors | 4.3.3 | For purposes of bidding, does MTA have a replacement percentage for vestibule doors on all car types? | Unless a penetration hole exists, then no repair is required. Any damage which effects water tightness or door functionality should be repaired. MARC does not anticipate any renewed door panels. Any door panels which require renewal will be covered under the miscellaneous work allowance. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-----------------------|----------------|---|--|
| 155 | Vestibule Doors | 4.3.3 | <p>CDRL 404 and the scope of work/supply for the vestibule door are difficult to interpret. Is it the intent to replace the door operator and controls as the base scope of work? Or, does MTA desire the existing operators and controls are overhauled, and replacement to be proposed during project execution?</p> <p>If an all-new door operator and control panel are the base scope of work/supply, can MTA rename CDRL 404, "Vestibule Door Operator Upgrade"? As well, can the phrase "Alternate Door Control" be revised to "New Door Control"?</p> | <p>MARC can confirm that a new vestibule door operator and switch is part of the Contractor's base scope of supply. The Contractor shall also overhaul the existing door panels. However, if the Contractor determines that it is beneficial to the Contractor and to MARC that new door panels should be provided, the Contractor will be response for the associated cost.</p> <p>The RFP will be revised accordingly.</p> |
| 156 | HVAC; System Overview | 5.2 | <p>Does MTA desire reclaimed R22 refrigerant be filtered and returned for use by MTA on other vehicle fleets?</p> | <p>Yes, if the Contractor has the capability, MARC would accept the filtered refrigerant.</p> <p>The RFP has been revised to reflect this option.</p> |
| 157 | HVAC; Scope of Work | 5.4.1.2 | <p>MTA has requested the new temperature control unit be equipped with a RS232 serial communication port, for PTU connectivity. Will MTA allow the use of an Ethernet or USB port instead?</p> | <p>The HVAC temperature controller will require an ethernet connectivity to connect to vehicle LAN. RFP will be revised accordingly.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------------|----------------|---|---|
| 158 | HVAC; Scope of Work | 5.4.1.2 | <p>MTA has requested that updated PTU (i.e. laptop computer) software be provided.</p> <p>Will MTA require new laptops to operate the new PTU software, and interface with the updated temperature control unit?</p> | <p>Section 9.12.3 of the RFP has been updated to reflect the Portable test equipment requirements.</p> |
| 165 | Water System Test | 3.4.3.J | <p>If a failure of the water system test occurs, this will delay performing acceptance tests on MTA's property. Will the administration provide an equivalent extension to final acceptance date for any car requiring repair?</p> <p>Will MTA perform repairs and provide repair material? Or, will this be a change to the base work performed?</p> | <p>The Contractor is not responsible for part repairs or replacement for failed components not included in the scope of work. Refer to Attachment A Section 19 - Delays and Extensions of Time.</p> <p>As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16.</p> |
| 166 | Final Acceptance Testing | 7.4.3.1 | <p>For vehicles that fail cab car functional tests or periodic inspections, will MTA provide an equivalent extension to final acceptance date for any car requiring repair?</p> <p>Will MTA perform repairs and provide repair material? Or, will this be a change to the base work performed?</p> | <p>The Contractor is not responsible for part repairs or replacement for failed components not included in the scope of work. Refer to Attachment A Section 19 - Delays and Extensions of Time.</p> <p>As directed by the MTA, repairs by the Contractor to components or systems not covered in the scope of work will be reimbursed under the Miscellaneous Work Allowance, with the exception of "Hidden Damage". Refer to section 3.5.16.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---|----------------|--|---|
| 168 | Acceptance Testing, | 7.4.4.A.5 | The RFP requires dynamic testing of overhauled vehicle with a locomotive at appropriate speeds to verify compliance with the performance requirement of TS Section 1. Can MTA be more specific about which sub-section it is referring to, e.g. Section 1.8.3? | Section 1 refers to several static and dynamic requirements related to operation and interoperability. The requirements are not restricted to a certain subsection. For example, section 1.2 includes maximum curve radius for coupled cars, minimum clearance above top of rail for trucks and carbody, etc. |
| 170 | Acceptance Testing on Administration Property | 7.4.4 | To perform baseline dynamic testing of each type of car, will MTA provide equivalent support to awarded contractor? If so, would this include covering the costs associated with test vehicle operation, vehicle movement, consist makeup, provision of vehicles and track time? | Yes, the MTA will support the Contractor with consist makeup, and coordination of vehicles and track time. However, the Contractor will remain responsible for provided test personnel and testing equipment. |
| 172 | Reliability Requirements | 9.6.3 | MTA has stated: The Contractor shall be responsible for providing a highly reliable vehicle. The Mean Distance Between Failure (MDBF) shall not exceed 150,000 miles. Can MTA please clarify the statement? Can MTA provide the actual MDBF of the cars? Can MTA provide reliability figures for each system being overhauled or upgraded? | It is the Contractor's responsibility to provide an MTBF estimate for new and upgraded equipment. The RFP will be revised accordingly |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|----------------------------|----------------|---|--|
| 173 | Manuals | 9.1 | Does MTA have editable operator and maintenance manuals? | No, the Contractor must provide editable change pages. |
| 174 | Training Materials | 9.11.3.4 | Does MTA have editable training course instructor guides and student workbooks? | No, the Contractor must provide editable change pages. |
| 175 | Training Delivery Schedule | 9.11.3.2 | What are the number of employees MTA is planning on training: • Supervisors • Operators • Maintenance and repair employees | For estimating purposes, the Contractor should assume 500 hours of total training hours. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------|----------------|--|--|
| 176 | Training | 9.11.3.2 | What is the maximum number of people MTA will release for training at any one time | The maximum number of attendees per class is 10. |
| 178 | Spare Parts | 9.12.2 | Can MTA define and/or differentiate mandatory and recommended spare parts? | Mandatory spare parts are the parts provided by the contractor as specified section 3.9.6. Reference 9.12.2 |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---|----------------|--|--|
| 180 | 3.2.3 Completion of Work Schedule 2.5 Spare Trucks 5.6 Spare HVAC | 3.2.3,2.5,5.6 | <p>8. Deliver Mandatory Spare Parts NTP + 540 days 9. Deliver Recommended Spare Parts NTP + 920 days</p> <p>Is it our understanding that all spares must be manufactured and delivered by suppliers at the same time as the first 3 car delivery. Suppliers will have to build spares before they build material to meet the production rate. We respectfully request that the Mandatory Spares be delivered at NTP + 920 days as specified for Recommended Spare Parts. Furthermore, Sections 2.5 & 5.6 indicate that spare HVAC & Truck units may be used as float material to support the overhaul schedule activities and that the remaining spares may be overhauled at the end of the program. Please confirm our understanding is correct and if so please modify the NTP date accordingly.</p> | <p>Refer to section 3.2.2.2 regarding spare parts availability during acceptance testing, pre-revenue testing, revenue service and throughout warranty..</p> <p>The Contractor must deliver one overhauled HVAC and trucks spare with the delivery of the first three overhauled vehicles</p> <p>Sections 2.5 and 5.6 will be revised accordingly.</p> |
| 182 | ADA Compliance | 3.7.2.2 | <p>The Proposer shall include a Certification of Compliance with the Americans With Disabilities Act with the Price Proposal that confirms the Proposer's Technical Proposal complies with the requirements of the Americans With Disabilities Act. Is there a specific Certification of Compliance we should complete? Is a statement in our Price Proposal acceptable?</p> | <p>A certificate of compliance form must be completed. The certification of compliance form has been added to the RFP as Attachment R.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|---|---------------------------------------|
| 183 | 3.7.7 Rights in Technical Data and Attachment A – Contract clauses 5 (Rights to Records), 6 (Exclusive Use) & 7 (Patents, Copyrights, and Intellectual Property) | 3.7.7 | <p>The technical knowledge provided to its Customers is the core business of the Contractor and its subcontractors, who each manufacture rail cars and their various components and subcomponents. The technical know-how and knowledge that the Contractor and its subcontractors have developed over many decades of work in the rail industry is what allows both the Contractor and its subcontractors to excel and maintain a competitive edge.</p> <p>Keeping the contractual terms as requested by the Administration would either put the Contractor in a position where it cannot bid the project, significantly decrease the number of subcontractors interested in providing services or cause a significant cost increase to perform the Contract. The Contractor therefore suggests that the Administration modify section 3.7.7 (as suggested below) and delete sections 5, 6 and 7 of Attachment A, so that the rights in technical data be limited in a way where the Administration can use, operate, maintain and repair the rail equipment overhauled as part of this Contract. These changes ensure that the Administration has full access to the technical data while protecting the intellectual property of the Contractor and its subcontractors.</p> <p>3.7.7 RIGHTS IN TECHNICAL DATA Par. 1: To be deleted (please refer to new proposed par. 14 below). Par. 2: Technical data means any and all information of a scientific or technical nature, regardless of form or characteristics, to be furnished by the Contractor pursuant to this Contract. It</p> | See question 8. RFP has been revised. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|----------------------------|----------------|---|---|
| 184 | MARC III Coach Overhaul | 3.9.4.3.3 | <p>The first payment milestone in Section 3.9.4.3.3 is that The Contractor may invoice against this milestone each month, for the number of railcars in the Contractor’s possession, during the 36-months succeeding the NTP date.</p> <p>Should the above be interpreted by the Contractor to mean:</p> <p>(a) 15% of the Unit Price for all vehicles to be payable in equal monthly installments during the 36 month period the project is being completed; or</p> <p>(b) Each time a non-overhauled vehicle comes into the Contractor’s possession, the Contractor shall invoice to the Administration an amount representing 15% of the value of that vehicle for the first month it is in the Contractor’s possession.</p> <p>Please confirm which interpretation is applicable. If neither is correct, please provide the correct interpretation.</p> | <p>Submittal and Approval of Monthly Project Progress Report. Each month, for the MARC III coaches, the Contractor may invoice against this milestone, which shall be payable in equal monthly installments during the 36-months succeeding the NTP date.</p> <p>The RFP will be revised accordingly.</p> |

T8000-0399R MARC III (63) COACHES MINOR VEHICLE OVERHAUL - RESPONSES TO RFP QUESTIONS

| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------|----------------|---|---|
| 185 | Interfaces | 3.2.5.2 | <p>Since technical information is very sensitive for the Contractor and its suppliers and because of its confidential nature, would the Administration accept the following changes to clause 3.2.5.2:</p> <p>When any contractor or subcontractor performing work under or pursuant to another MTA contract is employed on work that interfaces with the work under this Contract, the Contractor, at their expense, shall provide to the MTA all necessary drawings, dimensions, data, and other information, pertaining to new and upgraded equipment, necessary to ensure the complete, integrated, and proper design, manufacture, installation and operation of all interfacing and connecting parts or systems. If the Contractor deems it is necessary, the contractor and/or subcontractors will execute a confidentiality agreement with the Contractor to ensure the information provided is kept confidential.</p> <p>The exchange of information will be coordinated by the MTA and the Contractor and copies of all the Contractor's data, drawings and correspondence relating to the above for interchange among contractors shall be furnished in sufficient quantity as requested by the MTA.</p> | <p>MTA accepts the proposed change to the aforementioned section.</p> <p>The RFP will be revised accordingly.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|--|---|
| 187 | General | General | Please Provide the Average speed of the vehicles and the Vehicle Average Annual Operating Distance. | This data is not available |
| 188 | Technical Specification MTA Contract No. T-8000-0399R | 9.6.3 | <p>The Contractor shall be responsible for providing a highly reliable vehicle. The Mean Distance Between Failures (MDBF) shall not exceed 150,000 miles.</p> <p>This requirement seems to apply to the entire car. The reliability of the entire car is a function of the original design of the car and the contractor has no ability to impact the reliability of the unchanged systems and components. As the Contractor is responsible for the design of new and upgraded systems only, the reliability requirement should only apply to those systems replaced or renewed by the Contractor.</p> | Refer to question 172. The RFP will be revised accordingly. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|---|--|
| 189 | T-8000-0399R MARCH III COACH MINOR VEHICLE OVERHAUL | 3.7.4.4 | <p>The Contractor shall expand the reliability program as needed to take into account all overhauled, new, and upgraded equipment provided in the major vehicle subsystems as defined.</p> <p>Page 51 As Reliability is a function of the design of a part, and the Contractor is not modifying or improving the design of overhauled parts and equipment, reference to “overhauled” parts and equipment should be removed from this sentence in the specification.</p> | No change to RFP. |
| 190 | Spare Trucks | 2.5 | <p>The Administration has eight (8) spare truck assemblies (truck frame and bolster) that shall be overhauled as part of this scope of work. Six (6) of the eight (8) spare truck frames and bolsters may be used initially as float material during the course of the project. The components shall be overhauled as applicable, per this Specification, and reassembled in the as-provided configuration and returned over the course of the project. The remaining two spare truck frames and bolsters will be used as spares by the Administration and should be overhauled and reassembled by the Contractor at the end of the overhaul program.</p> <p>Contractor respectfully requests the MTA to provide the current condition of the spare trucks to be overhauled. Please advise if they are fully equipped and if any components are missing. For costing purposes, please advise if missing components can be addressed through the miscellaneous work allowance.</p> | The spare truck assemblies shall be overhauled in the manner specified in sections 2.4.1 and 2.4.2 |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|--|--|
| 191 | Pipe Work, Hoses, and Pneumatic Components | 3.4.4 | <p>Unless otherwise specified, the following existing air brake components shall be removed from the vehicles, overhauled per OEM procedures and reinstalled:</p> <ul style="list-style-type: none"> A. Brake Cylinder Pressure Switches B. Duplex Air Gages C. All Cutout Cocks D. All Drain Cutout Cocks E. All Angled Cocks F. All Cutout Cocks with Locking Handles and Vents G. Car end brake pipe and main reservoir pipe cutout cocks are ball type with locking handles and shall be overhauled per OEM specifications or renewed. H. Cutout cocks to the brake cylinder pipe on each truck shall be overhauled per OEM specifications or renewed. I. Cutout cocks to other air operated equipment shall be overhauled per OEM specifications or renewed. J. Renew existing end of car brake pipe angle cocks and main reservoir cutout cocks. K. All pneumatic brake indicators shall be overhauled including, hoses, air cylinder, fittings, seals, and colored plunger end. <p>Please clarify the scope of work for the angle cocks. Should they be overhauled or renewed?</p> | <p>Item E, angle cocks, shall be renewed.</p> <p>The RFP shall be revised accordingly.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|--|--|
| 193 | Crew Switch | 4.3.1.16 | <p>The Contractor shall renew the interior and exterior crew switches. Their functionality shall be validated to OEM requirements. All exterior crew switch covers and gaskets shall be renewed.</p> <p>Manuals provided by the MTA show the installation of Exterior Crew Switches only. Please confirm there are no interior crew switches and revise the above specification section accordingly.</p> | Refer to question 124. |
| 194 | Spare Parts, Special Tools, and Test Equipment | 9.12 | <p>Spare parts shall be interchangeable with their corresponding part. All spare parts shall be reconfigured to the latest revision during the warranty period.</p> <p>For costing purposes, Contractor respectfully requests a comprehensive list of all spare parts currently in MTA stock that are expected to be reconfigured to the overhauled requirements, excluding HVAC units and Trucks.</p> | <p>Unless noted otherwise, for estimating purposes, the Contractor should assume that one complete car set of spare parts for the brake and door systems should be included in the overhaul scope of work. The MTA does not anticipate any other spare parts which require overhaul.</p> <p>A portion of the Administration spares may be used as float throughout the overhaul program. The spares should be overhauled and delivered throughout the course of the project.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-------------------------|----------------|--|---|
| 195 | Technical Specification | 1.9 | <p>Technical Specification section 1.9 states that: The cars shall be overhauled, manufactured, and adjusted to operate in-train and be compatible in all respects with the Administration’s existing fleet and the new MARC IV multi-level vehicles. Given that the Administration’s existing fleet includes MARC IIA and MARC IIB cars would the Administration accept the following changes to section 1.9 of the Technical Specification: The cars shall be overhauled as per the Technical Specification to operate in-train and be compatible with the Administration’s new MARC IV multi-level vehicles.</p> | <p>See below for revised RFP wording: The cars shall be overhauled, upgraded, and adjusted as per the Scope of Work and OEM overhaul requirements to operate in-train and be compatible with the Administration’s new MARC IV multi-level vehicles.</p> |
| 199 | General | General | <p>MARC provide the Illustrated Parts Catalog, Running Maintenance Manuals and Heavy Maintenance Manuals for the Car and the following sub systems Trucks, Door Operators and HVAC System. This will enable bidders to provide compliant and cost effective proposals, meeting the intent of the specification.</p> | <p>Drawings will be provided to vendors on a DVD at the vendors request. See question 140</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|------------------------|----------------|--|---|
| 204 | Technical Spec Section | 5.4.1 | <p>We request that MARC provide an outline drawing of the temperature controller, identifying the dimensional envelope, indication display and interfaces. This will enable bidders to provide alternatives that meet the requirements of the specification.</p> | <p>The MTA does not have an outline drawing of the temperature controller. It is recommended that the OEM be requested for the information.</p> |
| 205 | Technical Spec Section | 5.4.5.2 | <p>We request that the Evaporator Coil drawing be provided prior to the bid due date, to evaluate if the existing coil can provide the necessary cooling capacity, or if a replacement is necessary. This will ensure that MARC receives cost effective proposals that meet the intent of the specification.</p> | <p>See question 140. Refer to the drawings and manuals DVD for information on the evaporator coil.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|------------------|----------------|--|--|
| 206 | air brake system | 3.4.B | <p>RATIONALE: The OEM ABDXL emergency portion (p/n 0569678) has been upgraded and replaced with an aluminum body versoin (current part number PN 0662994001.).</p> <p>The OEM J-1.2-1 Relay Valve portion (PN 0560203) has been upgraded to (PN 0560203-PT). There is no change in form, fit or function.</p> <p>QUESTION/REC LANG: Note several examples of components referenced in the TS that have undergone configuration changes since delivery. The Supplier will confirm the correct configuration (part number and configuration code, if applicable) for these items in the Overhaul Plan. Is this acceptable?</p> | Yes, the Contractor should verify the correct configuration in the overhaul plan. Refer to section 3.3 regarding air brake configuration requirements. |
| 207 | EMC requirements | 1.1 | <p>RATIONALE: The E-7 DECELOSTAT Controller upgrade required in item 3.4.1 involves equipment that may not comply with TS Section 1.10. However the upgraded configuration will have equivalent or better EMI/EMC characteristics than the current configuration in service.</p> <p>QUESTION/REC LANG: No question.</p> | No change to the RFP, at this time. Refer to technical section 7.3 regarding the testing waiver process. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---|----------------|--|--|
| 208 | G Type tread brake units and 3P Actuators | 3.4.3 | <p>RATIONALE: The technical specification references "mechanical linkages". The G Type TBUs have an integral brake head and cylinder/lever arrangement. These will be overhauled with the device. No other mechanical linkages are associated with this device.</p> <p>QUESTION/REC LANG: Please clarify any additional TBU mechanical linkages should be renewed.</p> | <p>The only mechanical linkages associated with TBU's shall be the integrated levers. No other linkages should be renewed.</p> |
| 209 | Disc brake calipers | 3.4.3 | <p>RATIONALE: Two Disc Caliper Units per car include actuators equipped with handbrake levers. These handbrake levers and associated internal parts will be inspected as part of the This actuator overhaul described in paragraph 1.</p> <p>The only other mechanical linkage for the brake caliper units is a handbrake rigging arrangement. These rigging components were not furnished by the OEM brake supplier and overhaul should be performed by the carbuilder, unless this task is not necessary per TS 3.4.5</p> <p>QUESTION/REC LANG: Is it necessary to overhaul the handbrake rigging arrangement, or as may be inferred from TS 3.4.5 is this rigging also outside the Contractor (or Supplier's) scope of work? Please clarify any other mechanical linkages which must be overhauled?</p> | <p>Refer to question 147. The hand brake shall be cleaned, tested and restored to OEM requirements. RFP revised accordingly.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------------------|----------------|---|--|
| 210 | Disc brake friction rings | 3.4.3 | <p>RATIONALE: The term 'friction ring' is typically used to describe a device that includes a bolted joint between the rotor and hub, which facilitates removal of the friction ring without removing the hub. For the avoidance of doubt, the task required in TS 3.4.3 will require pressing the entire brake disc off and on the axle.</p> <p>QUESTION/REC LANG: For clarity, the Supplier recommends replacing "friction ring" with "monoblock brake disc".</p> | <p>Friction ring shall include ring and hub arrangements as well as disc mono-blocks.</p> <p>See question 145</p> |
| 211 | components/subsystems | 7.3 | <p>RATIONALE:</p> <p>QUESTION/REC LANG: There are several examples of components referenced in the TS that have undergone configuration changes since initial delivery, in order to take advantage of product improvements. In such cases where components in this configuration are currently in-service in the same application at MARC or a comparable commuter railroad - the Supplier does not intend to perform qualification tests on these components. Is this assumption acceptable?</p> | <p>Similar application service proven records or previously conducted test reports will be considered on a case by case basis. Refer to section 7.3 regarding test waiver process.</p> |
| 212 | Lock washers | 8.3.6 | <p>RATIONALE: The subsystem supplier would like to clarify the intention of the specification whether all lockwashers are prohibited for fatigue application.</p> <p>For blind hole application where prevailing torque nuts cannot be used, the fasteners is secured with nordlock washer that uses a wedge-locking method meeting DIN 25201. The method utilizes tension instead of friction to secure a bolted joint.</p> <p>QUESTION/REC LANG: Are closed end lockwasher such as nordlock washers acceptable.</p> | <p>Nordlock washers are acceptable if the Contractor can demonstrate they are service proven in similar rail applications.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|----------------------------------|----------------|--|--|
| 213 | Drawings | 9.4.8 | <p>RATIONALE: The supplier intends to submit new drawings if a component has undergone a configuration change since OEM drawings were submitted. Otherwise drawings will not be re-submitted.</p> <p>QUESTION/REC LANG: Is this an acceptable interpretation of the requirement?</p> | That is correct |
| 214 | System Support Plan | 9.8 | <p>RATIONALE: The Air Brake Supplier does not intend to provide plan that outline procedures for diagnostics and test equipment, special tools since the air brake units are overhauled and not new.</p> <p>QUESTION/REC LANG:</p> | Noted, however, the Contractor is expected to submit CDRL 301 - Air Brake Overhaul Plan |
| 215 | OEM-recommended Special tools | 9.12.3 | <p>RATIONALE: An updated version of the Portable Test Equipment (PTE) software for the E-7 DECELOSTAT Controller will be furnished for use on a carbuilder furnished PC-laptop PTE.</p> <p>However, all other special tools and diagnostic and test equipment required for the Air Brake System were furnished with the OEM contract. No additional equipment will be furnished for this program.</p> <p>QUESTION/REC LANG: Is this an acceptable interpretation of the requirement?</p> | See question 158. The Contractor shall provide PTU's for all new and upgraded equipment and systems |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------|----------------|---|--|
| 216 | Records | 10.5.15 | <p>RATIONALE: This is a longer period than what is described in QAP 1600. We will need to put measures in place to ensure these records are not discarded.</p> <p>QUESTION/REC LANG: Per internal procedures, the Supplier does not retain records for 7 years after the expiration of all warranty periods.</p> | Noted |
| 217 | Painting | 8.18.2 | <p>RATIONALE: The supplier will thoroughly clean components. If paint is deficient, touch-up paint will be applied (to renew paint) per internal paint procedure. The supplier scope does not interpret renewal of paint surface to require complete re-priming and re-painting of each air brake component.</p> <p>QUESTION/REC LANG: Is this an acceptable interpretation of the requirement?</p> | New paint over previously painted brake components is preferred. The Contractor would otherwise have to demonstrate the proposed touch-up procedure would prevent corrosion to the same level as newly primed and painted. |
| 220 | CONTRACT DOCUMENTS | 1.34 | Please correct the number from nine percent to five point two two (5.22) percent. | Noted. The RFP will be revised accordingly. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--------------------|----------------|--|---|
| 221 | CONTRACT DOCUMENTS | 3.2.3 | Please provide the definition of "Access". | Refer to question 128. "ACCESS" has been added to RFP Definitions list. |
| 222 | CONTRACT DOCUMENTS | 3.7.2 | Please clarify and provide details for Section 41, General Conditions. The bidder could not locate the section that is stated in this sentence. | Refer to question 14. RFP revised accordingly |
| 223 | CONTRACT DOCUMENTS | 3.9.4.8 | Please clarify the definition of material. Does the material mean any deliverables provided by Offeror in accordance with the Contract? | Yes, the material includes deliverables and work completed by the Contractor in accordance with the Contract. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------|----------------|--|--|
| 224 | Scope of Work | TS 1.12.1.2 | <p>Because of unclearness of the language, the offeror proposes the following changes.</p> <p>The carbody shall be cleaned and visually inspected to the accessible portions of the vehicle to identify any damaged or defective areas of the structure and car shell. The Contractor shall submit a plan to clean and inspect the underbody of the car. [CDRL 102]</p> <p>The accessible portions of the vehicle shall be visually inspected for corrosion, cracks, and weld separation on every car. The visual inspection shall not include stripping of paint, decals or removal of equipment. Defects discovered shall be brought to the attention of the Administration and repaired in accordance with procedures approved by the Administration. The hidden damage allowance will cover the costs associated with any Administration</p> | <p>The MTA agrees to wording change.</p> <p>The RFP will be revised accordingly.</p> |
| 225 | Scope of Work | 4.3 | <p>Please confirm that the Bidder is not responsible for the 10 year scheduled maintenance after completion of the contract for the overhaul.</p> <p>It is the Bidders interpretation that in 10 years after the completion of the contract, the Bidder must return to the Administration and perform a 10 year scheduled maintenance on the Door and Door Control System. Please confirm that this is not the intent of the scope of work.</p> | <p>The MTA confirms that this is not the intent of the scope of work.</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|-----------------------|----------------|--|-------------------|
| 226 | Performance Guarantee | 1.14 | <p>Explanation: The scope of work on this project is mostly component & systems overhaul and supply. The car level work is minimal and would amount to a few percentage points of the cost. As such, it perhaps will be more accurate to characterize it as a systems & components contract as opposed to a car overhaul contract. Traditionally, Maryland MTA (and most Transit Administrations) do not require performance guarantees on component & systems overhaul and supply contracts. Post financial and insurance meltdown of 2008 and the resulting Great Recession (2009–2012), obtaining financial instruments which guarantee performance have become extremely difficult and prohibitive in cost and terms. So much so that they threaten the liquidity of even well performing contractors and certainly tend to shut-out the small and medium sized enterprises notwithstanding the fact that they may have performed very well on similar contracts in the past. This will also lessen competition and deny Maryland MTA the opportunity to get best pricing and value. This problem has been recognized by various transit properties and also FTA.</p> <p>Request: In view of above, it is respectfully requested that Maryland MTA waive the performance guarantee provision contained in Section 1.41.</p> | No change to RFP. |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|--|----------------|---|--|
| 227 | Liquidated Damages for Times of Completion | 3.5.10 | <p>Explanation: Traditionally, in component & systems overhaul projects, Maryland MTA has not required any liquidated damages. Traditionally, in passenger railcar overhaul contracts as well as new vehicle contracts, liquidated damages are assessed as indicated in this section. However, in order not to have a forbidding effect on potential car builders and thus a resulting reduction in competition, transit properties including Maryland MTA often impose a cap on the total liquidated damages. Such caps are in the range of two to five percent in the aggregate of the contract amount. Request: Respectfully, it is requested that Maryland MTA waive this Section 3.5.10 in entirety. OR Alternatively, add a provision which limits the cumulative liquidated damages to 2.5% of the contract amount in the aggregate.</p> | Refer to question 13. MTA agrees to cap liquidated damages at 10% of the contract value. The following wording has been added: |
| 228 | HVAC | 5 | Is it possible prior to the bid, to inspect the HVAC units, which are preferably out of the car? | <p>All potential offerors are invited to a follow-up inspection of the MARC III coach and an inspection of the HVAC unit out of the vehicle. The follow-up inspection will occur on November 19, 2014 at 1pm at Martins Maintenance Facility.</p> <p>The Key Information Sheet has been updated to reflect this addition</p> |

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| # | RFP REFERENCE | RFP SUBSECTION | PROPOSER COMMENT | MTA RESPONSE |
|-----|---------------|----------------|--|--|
| 229 | HVAC | 5 | Are there any OEM drawings available for the HVAC unit and panels, etc. available for review prior to the bid? | See questions 140. Drawings will be provided to vendors on a DVD at the vendors request. |
| 230 | HVAC | 5 | Are there any OEM manuals available for the HVAC units and panels, etc. available for review prior to the bid? | See Question 140. Drawings will be provided to vendors on a DVD at the vendors request. |