Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
11	06/11/12	Open	Action	06/01/12

Subject: Denying Alstom Transportation Inc.'s Protest and Conditionally Awarding a Contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industry, Inc.

ISSUE

Whether to: (1) deny Alstom's protest and conditionally award a contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industry, Inc.; or (2) reject all proposals for UTDC Light Rail Vehicle Refurbishment

RECOMMENDED ACTION

A. Adopt Resolution No. 12-06-____, Denying Alstom Transportation Inc.'s Protest and Conditionally Awarding a Contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industry, Inc.; or

B. Adopt Resolution No. 12-06-____, Rejecting all Proposals for UTDC Light Rail Vehicle Refurbishment.

FISCAL IMPACT

Budgeted:	Yes	This FY:	$
Budget Source:	Capital	Next FY:	$
Funding Source:	ARRA, State Prop 1B*	Annualized:	$
GL Acct(s)	GL: 910800	Total Amount:	$
Capital Project #:	WBS: R085		
Total Budget:	$19,676,099.70		

American Recovery and Reinvestment Act (ARRA) of 2009[#]:	$4,866,997	
Awarded Prop 1B:	$10,931,672	
Future Prop 1B:	$4,728,066	*Pending – requested allocation June 2011
Total:	$20,526,735	

[#]To meet federal requirements, these funds must be expended by September 2015 and the FTA goal is to have the funds fully expended by September 30, 2013. *The contract contains a clause that addresses budget shortfalls and also contains a termination for convenience clause in case future state funding is not available.

DISCUSSION

A. The Procurement

In 2003, RT purchased 21 Urban Transportation Development Corporation (UTDC) light rail vehicles (LRVs) from Santa Clara Valley Transportation Authority (VTA). The LRVs require refurbishment and replacement of some systems to meet RT's operational requirements. On April 5, 2010, and June 22, 2010, RT contracted with LTK Engineering (LTK) through Work Orders under the General Engineering Support Services contract to assist RT in preparing specifications

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for the refurbishment project. Both LTK and RT staff conducted research by traveling to Utah to interview Utah Transit Authority's (UTA) Maintenance and Contract Project personnel who managed the refurbishment of UTA's 29 UTDC LRVs. From these "lessons learned," RT identified several problem issues that UTA encountered to avoid. LTK also conducted an analysis of the UTDC LRVs and provided an assessment of their current state. LTK and RT staff created the technical specifications for the refurbishment. LTK also prepared an Engineer's Estimate of the anticipated cost of the project, including (1) job classifications and labor hours estimated to complete the refurbishment, multiplied by average fully-burdened labor rates for those workers; and (2) the estimated materials cost. LTK has provided on-going technical support to RT staff during this negotiated procurement.

B. Procurement Strategy – Negotiated Procurement

On February 23, 2009, the Board approved Resolution 09-02-0035 to delegate procurement authority to the General Manager/CEO for projects funded in whole or in part by the 2009 American Recovery and Reinvestment Act (ARRA) funding, including authorization to release a Request for Proposals (RFP) for UTDC Light Rail Vehicle Refurbishment. The procurement method selected for this project is a "Best Value" procurement (as stated in the Federal Transit Administration's Circular 4220.1F) which means a competitive, negotiated procurement process in which RT reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price, such that a public agency may acquire technical superiority even if it must pay a premium price.

The RFP was released on May 19, 2011. The solicitation was advertised in publications of general circulation, advertised in Transit Intelligence (e-newsletter), and posted on RT's website under Contracting Opportunities. A pre-proposal meeting was held on June 1, 2011, and three site visits were held in June and July to provide a reasonable amount of time for prospective Proposers and potential subcontractors to conduct an inspection of all UTDC Vehicles. The Proposal due date was extended at the request of potential proposers. On September 8, 2011, responsive proposals were received from Alstom Transportation, Inc. (Alstom) and Siemens Industry, Inc (Siemens).

A seven-member Selection Committee was convened to review and score the submittals; the Selection Committee consisted of: Vern Barnhart, Director, Light Rail; Darryl Abansado, Director, Civil and Track Design; Laura Espinoza, Maintenance Superintendent – Light Rail; Eric Oparko, Quality Assurance Administrator; Craig Norman, Senior Systems Engineer; Reggie Silva, Maintenance Supervisor; and Kerry Kopp, Maintenance Trainer – Light Rail.

The Selection Committee scored the written proposals, opened the sealed price proposals, and the scoring resulted in a determination that both firms were in the competitive range. The total score possible was 100 points from each evaluator (700 points total), with 60 points available from each evaluator (420 points total) for the technical portion, including:

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- 10 points for firm experience, financial capacity, subsystem supplier experience and manufacturing capability;
- 3 points for referenced projects;
- 12 points for project staffing and experience; and
- 35 points for the technical submittal—approach to accomplish the work, quality control, compliance with technical specifications, relevant design and manufacturing of subsystems, and project schedule)

A total of 40 points were available from each evaluator for the price (280 points total), with the lowest price receiving the full 40 points and the other proposer receiving a pro-rated pricing score determined by a mathematical formula.

WRITTEN EVALUATIONS	Possible Points*	Alstom*	Siemens*	Siemens Point Advantage
Part 1 - The Firm	70	51	61.5	10.50
Part 2 - Referenced Projects	21	16	14	-2.00
Part 3 - Project Staffing & Experience	84	40.5	77	36.50
Part 4 - Technical Submittal	245	166.5	200.5	34.00
Part 5 - Price Proposal	280	280	224	-56.00
Total:	**700**	**554**	**577**	**23.00**

*Reflects aggregate points from all seven evaluators

The Selection Committee concluded that oral presentations were unnecessary and opted to enter directly into formal negotiations with both firms. A contract negotiation meeting was held on site with each firm. RT staff met with Alstom on October 27, 2011 and with Siemens on October 28, 2011, followed by correspondence back and forth to negotiate the technical specifications, price, terms, and conditions. Final Offers were requested on January 31, 2012.

After final evaluation and scoring of all Proposals and Final Offers, and completion of a cost analysis, the results were as follows:

FINAL OFFERS	Possible Points*	Alstom*	Siemens*	Siemens Point Advantage
Part 1 - The Firm	70	43.5	62.5	19.00
Part 2 - Referenced Projects	21	14.5	15.5	1.00
Part 3 - Project Staffing & Experience	84	26.5	79	52.50
Part 4 - Technical Submittal	245	159	206	47.00
Part 5 - Price Proposal	280	280	224	-56.00
Total:	**700**	**523.5**	**587**	**63.50**

*Reflects aggregate points from all seven evaluators

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Siemens received higher scores than Alstom in every category other than price.

The Selection Committee determined that the Final Offer from Siemens was the most advantageous proposal for RT despite the higher price, for the reasons set forth below.

C. Justification for Award

1. Evaluation of Siemens proposal

a. The Firm

Siemens Mobility Division in Sacramento specializes in the design, systems integration, assembly, testing, commissioning, and aftermarket support of LRVs and employs over 700 experienced professionals, engineers, technicians, and skilled workers. Siemens' core experience is in light rail vehicle manufacturing and it is the number one manufacturer of LRVs in North America. RT's experience with Siemens support has been consistent since the purchase of the U2a Vehicles in approximately 1986. Siemens has the financial strength and capability to finance the work. All of Siemens' proposed major subsystems suppliers met RT's requirements and have proven success with Siemens. These subsuppliers have been producing similar systems in the light rail industry for many years.

b. Referenced Projects

Siemens' experience in vehicle overhaul and retrofits encompasses both complete vehicle overhauls as well as specific system retrofits. Its refurbishment projects include all of the major elements, such as trucks, HVAC, brakes, doors, and communication systems for customers including San Diego, St. Louis, Los Angeles, Pittsburg, and Edmonton. RT's specific experience with Siemens includes the communication system retrofit for the Siemens U2a light rail vehicles. Through redesign of Construcciones y Auxiliar de Ferrocarriles (CAFs) original design, Siemens engineering increased productivity and saved labor costs on the retrofit.

c. Project Staffing and Experience

Siemens intends to perform the bulk of the activities locally at RT and at Siemens' French Road facility. Its experienced engineering staff is based on French Road, which will make it convenient for RT staff to coordinate work, perform inspections, and attend meetings.

The Project Manager assigned to this project has impressive qualifications and extensive light rail experience with Siemens and holds a master's degree in electrical engineering. He has a proven record of experience with RT in successfully managing the LRV communications system retrofit in 2006. For that project, he demonstrated his ability to bring the project in on time, within budget,

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and without change orders or additional charges. Siemens also proposed modifications that enhanced productivity and offered long-term ease-of-maintenance to RT's maintenance staff. RT's overall experience with Siemens has been favorable.

Siemens has immediate access to engineers, Quality Control inspectors, and additional labor to support a major refurbishment project such as this one.

d. Technical Submittal

Siemens, in its written proposal and during contract negotiations, demonstrated a clear understanding of the project by fully analyzing and addressing every step in the refurbishment process, asking detailed questions, and providing an in-depth response to all areas of the technical requirements.

The Evaluation Committee has confidence that Siemens will provide the aftermarket support that RT will need. Warranty work will be provided at the Sacramento facility, where warranty claims can be handled in a more expeditious and timely manner, given Siemens' immediately-available resources.

2. Evaluation of Alstom's Proposal

a. The Firm

Alstom Transport serves the rail market by supplying fully-integrated commuter rail transport systems and a full range of rolling stock products, as well as traditional and advanced signaling systems, infrastructure solutions, service and maintenance. Alstom has a Mare Island, California location for refurbishment of commuter rail vehicles for Amtrak. Alstom manufactures commuter rail vehicles. As a firm, Alstom is experienced in rebuilding independent systems on commuter rail. Alstom does not have recent experience in refurbishing light rail vehicles. The propulsion system Alstom manufactured for RT's CAF fleet of LRVs has experienced persistent problems. During negotiations, the individuals representing Alstom displayed a lack of knowledge about the existing relationship with RT and the problems experienced with the propulsion system, creating concerns among the evaluators about corporate cohesion and long-term support. RT has no concerns regarding Alstom's financial capacity.

Alstoms original major subsupplier for the Auxiliary Power System (APS) had no experience in designing and manufacturing an APS system and was rejected by the evaluators. The evaluators questioned Alstom's decision to choose an unknown, unproven APS supplier that had never designed the most complex sub-system required for the LRVs. During negotiations, Alstom, at RT's request, proposed a replacement manufacturer that the evaluators accepted. RT has no concerns regarding Alstom's other proposed subsuppliers and manufacturing capabilities.

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b. Referenced Projects

Alstom's proposal provided references for commuter and heavy rail projects but no light rail experience. Staff performed research using referenced agencies' websites, trade-specific websites, and contacted Caltrans for additional information; however, ultimately, the evaluators determined that Siemens understanding of LRVs and having several overhaul projects outweighed Alstom's many projects working on commuter and heavy rail.

c. Project Staffing and Experience

Alstom proposed to hire temporary personnel for requisite disciplines, including Quality Control engineers, once a contract was awarded. Alstom did not indicate that it has readily-available additional resources required to support a major refurbishment project such as this one.

During contract negotiations, Alstom, at RT's request, proposed a replacement Project Manager. After review of his credentials and his limited experience at Alstom, the Selection Committee had continuing concerns with the Project Manager and the entire project team because of their lack of rail refurbishment experience and, specifically, lack of experience with light rail vehicles.

d. Technical Submittal

The Selection Committee determined that Alstom failed to demonstrate it has a clear understanding of the project. Its written proposal lacked detail, and during contract negotiations it was apparent that Alstom does not have existing infrastructure, tooling, skills, experience or staffing to complete the work on the UTDC LRV refurbishment. Due to the lack of details in Alstom's proposal, combined with the inexperienced staff proposed for this project, the Selection Committee saw a greater risk for Contract Change Orders, additional charges, and delays.

Alstom proposes to transfer warranty and aftermarket support to Train-Life Service (TLS) located in Illinois after completion of the project. A major concern for the refurbishment project is that the local Alstom project team is different than the TLS Midwest support team and TLS may not be able to maintain the equipment due to its lack of knowledge of the project. Since TLS is located in the Midwest, repairing equipment would be costly in terms of freight costs and added turn-around time. The evaluators felt there was a risk to RT of having LRVs out of service.

3. Pricing Analysis

Source	Total Contract Price
Siemens	$19,890,099.70*
Alstom	$15,976,270.00
Engineering Estimate	$20,936,520.44

*Price later reduced after negotiating the use of a Parent Company Guarantee in lieu of Performance Bond.

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Price points were allocated on a mathematical basis in accordance with the RFP. Alstom received the maximum allowed points for submitting the lowest price.

However, Staff was concerned that Alstom's proposal, with its lack of detail, did not accurately reflect the amount of work required to successfully complete the refurbishment project. A lower-priced proposal can result in more Contract Change Orders. For example, at UTA, a 55% overrun in the project costs was contributed to by a vague scope of services and proposal. Alstom also front-loaded the milestone payment schedule for its project schedule and vehicle design, meaning that approximately one-fourth of the entire contract price would be paid out by the time the first vehicle is completed. In contrast, Siemens' up-front costs were significantly lower and vehicle design costs are spread out throughout the life of the project. Although these concerns did not affect the pricing scores, they did lower Alstom's technical submittal score because they increase the project and schedule risk for RT.

Staff believes that Siemens pricing reflects the true costs of the project. Siemens price is lower than the Engineer's Estimate and has been determined to be fair and reasonable. Since technical superiority is considered vital to a successful project, RT reserved the right to award a contract on other than the lowest-price basis if a higher-priced Proposal was determined to be more advantageous to RT.

4. Summary of Trade-offs

The trade-offs for selecting the higher-priced proposer are as follows: Siemens has the technically superior proposal that is comprehensive; has better project management and support staff; and has solid light rail experience. Siemens' approach to the work is superior to Alstom's. For example, prior to the design phase, Siemens proposes to teardown the first 2 LRVs and remove the truck assemblies from the last LRV to use as floaters. The advantage to Seimens' methodology is that it provides a means to uncover issues that can be resolved during the design process and adds flexibility to the project schedule. In contrast, Alstom's proposed plan is to begin the design phase prior to vehicle teardown; therefore, much greater risk exists for Contract Change Orders due to subsequently necessitated design changes.

Siemens will provide aftermarket warranty at its local facility with staff that has UTDC LRV knowledge. Siemens employees are trained specifically on light rail vehicles and will continue to be available after project completion. In contrast, Alstom would hire local temporary employees and, after project completion, transfer all aftermarket support for the vehicles to TLS in Illinois. RT's experience is that Alstom's support of its propulsion system installed on CAF vehicles is inconsistent and frequently causes vehicles to be out of service. In fact, Alstom has been unable to repair some of its own components. Alstom has, at times, taken up to a year to return repaired parts to RT. RT believes that Siemens will provide more timely aftermarket support.

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The Selection Committee discussed the trade-offs for each proposal and agreed that Siemens submitted the technically superior proposal that provides less risk to RT and has the greatest potential for a successful and timely outcome. Siemens is financially sound and has the capability in terms of financial responsibility and personnel required to accomplish the work.

Pursuant to the revised Disadvantaged Business Enterprise (DBE) regulation in 49 C.F.R. Part 26 and RT's revised DBE Program, no DBE participation goal was established for this project.

The RFP requirements included a Performance Bond or Irrevocable Letter of Credit for contract execution. During contract negotiations, Siemens and RT agreed to instead use a Parent Company Guarantee (PCG). The form of the PCG was agreed upon by both parties and resulted in a cost savings of $214,000. The total contract amount will be reduced by $214,000 from $19,890,099.70 to $19,676,099.70.

Siemens Industry, Inc. completed the required Buy America Certificate for Rolling Stock that certifies compliance with the requirements of 49 U.S.C. Section 5323(j)(1), and the applicable regulations in 49 C.F.R. Part 661. The required Buy America Pre-Award Audit will be completed after the Board makes conditional award of the Contract.

D. Bid Protest

All protest documentation is included in Attachment A.

The following is a chronology of events that have occurred regarding the Protest.

DATE	EVENT
2/21/12	RT staff issued letters to both Alstom and Siemens of its intent to recommend a conditional award (subject to pre-award Buy America audit) of the Contract to Siemens.
2/23/12	Alstom submitted a properly-filed protest (hereinafter referred to as “Protest”) protesting Staff’s decision to recommend award of the Contract to Siemens. The grounds for protest were stated as: (1) RT may have abused its discretion by making an “arbitrary or capricious” decision that the proposal from Siemens was superior; and (2) RT’s application of its evaluation process may be flawed because it does not allow for pre-award debriefing.
2/28/12	RT staff issued a preliminary response letter to Alstom addressing the initial arguments made by Alstom and providing notice that a meeting had been set for March 8, 2012, at which Alstom and RT staff would attempt to resolve the Protest.

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3/8/12 Meeting regarding protest held with RT representatives and Alstom representatives.

3/13/12 Alstom submitted a letter to RT requesting further consideration of its Protest. Alstom restated its grounds for the protest: (1) RT's conclusions regarding Alstom's refurbishment experience were not based on objective criteria; (2) RT's conclusions regarding potential deficiencies in Alstom's capabilities were incorrect; (3) RT's interpretation of the results of the negotiations were capricious; (4) results of the application of the mathematical price calculation are questionable; and (5) the evaluation process, even if properly applied, led to a result that is not most advantageous.

3/22/12 Documents that RT relied upon to make its recommendation were sent to both Alstom and Siemens.

4/5/12 Alstom submitted a letter to RT stating points which it felt deserve further consideration, specifically: (1) Alstom has more extensive overhaul and modernization experience; (2) the Siemens proposal shifts costs and risk to RT; (3) the Siemens proposal delays the delivery by 60 days; and (4) the evaluation process unfairly favored Siemens because it was a "local" company.

4/18/12 RT opted to seek the services of an independent investigator to further investigate the protest. A contract was executed with Raul V. Bravo + Associates, Inc.

5/24/12 RT received the final report from the independent investigator. Based on the report, Alstom and Siemens were notified of the General Manager/CEO's decision to deny Alstom's protest and to recommend that the RT Board of Directors, which is the awarding authority, deny Alstom's February 23, 2012 protest and conditionally award the Contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industry, Inc.

5/30/12 Alstom Letter to RT requesting the protest continue to the RT Board for decision.

6/4/12 Alstom Letter to RT with new evidence submitted for protest hearing.

6/4/12 Siemens Letter to RT, Statement to the Board.

E. Response to Alstom's Arguments

The preliminary response letter issued on February 28, 2012 (included in Attachment A) addressed the initial arguments advanced by Alstom. The staff response to the remaining arguments (articulated in the March 13, 2012 and April 5, 2012 letters from Alstom) follows:

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March 13, 2012 Letter

(1) RT's conclusions regarding Alstom's refurbishment experience were not based on objective criteria

As discussed above, while Alstom, as a firm, has extensive heavy rail refurbishment experience, its lack of light rail experience, combined with the inexperienced project team and demonstrated lack of corporate cohesion, was appropriately considered by the evaluators and is reflected in Alstom's score in "The Firm", "Project Staffing and Experience," and "Technical Submittal" categories. Alstom's past corporate experience with refurbishment was appropriately credited in the "Referenced Projects" category.

(2) RT's conclusions regarding potential deficiencies in Alstom's capabilities were incorrect.

For the reasons detailed above, regardless of Alstom's overall corporate capabilities, the evaluators had legitimate concerns about Alstom's abilities to perform on *this project* based on: lack of detail in the proposal, inexperienced project manager, an unidentified QC manager, and proposed temporary staffing.

(3) RT's interpretation of the results of the negotiations were capricious

Alstom criticizes RT's use of the words "closed" or "acceptable" as part of the negotiations, arguing that those words gave the misleading impression that Alstom's response was adequate and would lead to a higher score in the final evaluation. In a negotiated procurement, the negotiations offer an *opportunity* for proposers to better their proposals. In this case, RT staff, including the evaluators, requested additional information from Alstom during the negotiation process. In many instances, the same information was presented in a different format, leading the evaluators to believe it would be fruitless to *again* request additional information. The "closed" designation simply meant that further discussions or negotiations would not improve Alstom's proposal. The evaluators felt it would be detrimental to the competitive process to essentially lead Alstom to the desired responses that would result in a superior proposal.

Alstom's criticism is also based on an erroneous assumption that the scores for the final proposal must be linear modifications of the scoring of the initial proposal and reflect only the "on paper" changes to the proposal. For example, Alstom criticizes a negligible reduction in the "referenced projects" score between the initial and final proposals.

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As an initial note, the evaluators are not bound by their initial scoring and score the final proposals using a blank score sheet. The initial proposal, information from the negotiations, and the final proposal are all considered in the final scoring. In the case of the Referenced Projects category (where Alstom lost 1.5 points out of 21) the "value" of the referenced projects in demonstrating the experience necessary to complete RT's project was reduced based on the evaluators' determination that Siemens understanding of LRVs and experience with several overhaul projects outweighed Alstom's many projects working on commuter and heavy rail.

(4) Results of the application of the mathematical price calculation are questionable

The pricing scores were determined in accordance with a strict mathematical formula, as discussed above. Alstom's criticism is based on the fact that both Siemens and Alstom lowered their prices by approximately the same amount between the initial and final proposals. Alstom appears to be suggesting collusion between RT and Siemens to maintain the same point differential. There is no evidence to support this conclusion; the reduction in price by Siemens was based directly on agreed-upon clarification of and changes to the work. Moreover, given the significant difference in the technical scores, the idea that there was collusion to avoid the loss of a single point in the pricing score is not credible.

(5) The evaluation process, even if properly applied, led to a result that is not most advantageous to RT.

This is a criticism not of the evaluation process, but of the procurement methodology selected for this procurement. In procuring the refurbishment services, RT had three procurement methodologies available: (1) low-bid; (2) technically acceptable, lowest price; or (3) the "trade off" process. After carefully evaluating UTA's experience, RT staff felt it was critically important to contract with a firm that demonstrated a clear understanding of the UTDC refurbishment project and was willing to commit resources to completing the project satisfactorily, on time, and on budget. For that reason, staff determined that it was appropriate to allocate 60% of the points in the evaluation process to technical capability.

Alstom had an opportunity, during the solicitation period, to question the method of procurement. Having submitted a proposal knowing the "rules of the game", it is disingenuous for Alstom to now question that methodology because it did not result in an outcome that favors Alstom. Nonetheless, this argument is without merit for the reasons discussed in this issue paper.

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April 5, 2012 Letter

(6) Alstom has more extensive overhaul and modernization experience.

To reiterate what has already been stated, regardless of Alstom's experience as a firm with refurbishment, that experience was not reflected in the technical proposal received from Alstom, nor did Alstom propose to staff the UTDC project with individuals experienced with light rail refurbishment projects.

(7) The Siemens proposal shifts costs and risk to RT

During the negotiation process, RT agreed to several small changes in the project scope and commercial terms and conditions that reduced the Siemens price. These changes reflect the fact that Siemens analyzed the scope of work to a high level of detail, carefully examined the vehicles and work space and demonstrated to RT that either: (1) that there was a low risk that the eliminated work needed to be performed; or (2) that burden to RT's resources of the proposed change would be negligible.

Alstom had an equal opportunity to propose such changes; it did not.

(8) The Siemens proposal delays the delivery by 60 days;

The 60 day delay is not for the entire delivery schedule of 21 vehicles but only the last vehicle. Siemens' project plan begins with the removal of the truck assemblies from the last vehicle to use as floaters. This allows Siemens to have one carset of trucks in process ahead of schedule. The advantage of this approach is that floaters will be used to improve the work flow. The first 20 vehicles will be delivered on schedule; only the delivery of the last vehicle will be extended by 60 days, which does not impact RT negatively in any way. The benefits of this superior work plan outweigh the delay of the delivery of the last vehicle.

(9) The evaluation process unfairly favored Siemens because it was a "local" company

The federal procurement rules flatly prohibit RT from awarding points or making a procurement decision based solely on a "local" or geographic preference. However, those same rules allow RT to account, in the evaluation process, for logistical issues that may arise from dealing with a company in a distant location. In this case, there were two concerns that arose from Alstom's location: (1) the inexperienced project staff would have inadequate local support in the event of problems with the work—higher-level personnel would have to travel to Sacramento to respond to issues during the course of the work; and (2) RT's experience with the aftermarket support provided by Alstom reasonably led evaluators to believe that the transfer of aftermarket support to

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distant forces with no familiarity with the project would result in the UTDC cars being out of service.

Staff recommends that the Board adopt Resolution A, denying the Protest of Alstom Transportation, Inc. of RT Staff's intent to recommend award of the contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industries, Inc., and conditionally awarding the UTDC Light Rail Vehicle Refurbishment contract to Siemens Industry, Inc., for an amount not to exceed $19,676,099.70.

However, if the Board, after evaluating all of the evidence presented, determines that the protest by Alstom is merited, the alternative action for the Board to take is to adopt Resolution B, rejecting all Proposals. Staff would then have to evaluate how to proceed to timely accomplish the work.

ATTACHMENT A
Report 1

Regional Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT
SACRAMENTO, CA

INVESTIGATION SERVICES FOR PROCUREMENT PROTEST OF THE UTDC LIGHT RAIL REFURBISHMENT RFP NO. 2010043

MAY 24, 2012

SUBMITTED BY:
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Executive Summary

To meet RT's need for additional rolling stock for upcoming Light Rail service expansions, RT took advantage of the availability of surplus equipment from Santa Clara VTA and purchased 21 UTDC Light Rail Vehicles (LRV's) in 2003-4. This acquisition was concurrent with the purchase of 29 identical units from the same fleet of 50 LRV's by Utah Transit Authority (UTA).

All of these LRV's needed midlife refurbishments as well as technical upgrades, and UTA chose to use local funds to move forward with their rehab program. The procurement methodology chosen by UTA for their rehab effort resulted in an increase of 55% in the final value of their contract over the original price.

RT's staff took advantage of the opportunity to study the entirety of UTA's refurbishment program and used the lessons learned at UTA to structure RT's own RFP for this effort. After careful analysis, RT staff determined that of all procurement methodologies allowed under the applicable Federal statutes and local ordinances, the one that provides the best opportunity to reduce the risk of a cost increase on the scale of UTA's is the Best Value approach to contracting.

Following RT Board's approval of the Best Value contracting approach, RT staff completed all necessary documentation and the RFP for the work was issued in May of 2011. From that date forward RT staff practiced strict adherence to the rules governing a Best Value procurement.

Proposals were received by RT from two contractors and the requisite steps of negotiations, communications and Final Offers were followed as prescribed by the Governance of Best Value. Scoring of the Final Offers by RT staff resulted in the selection of Siemens as the preferred Proposer for recommendation of award of the contract.

Upon receipt of RT's notice of the selection of Siemens, the other Proposer (Alstom) immediately filed a protest within the guidelines of the procurement. Multiple exchanges of letters between RT and Alstom ensued, and a face-to-face meeting was held in hopes of resolving the Protest.

These exchanges between RT and Alstom did not result in a resolution of the Protest, so RT chose to issue an RFQ seeking the services of an independent outside reviewer to study the documentation of the procurement, its adherence to required Governance and to issue a recommendation on how to proceed.

The findings of the Study are that RT has carefully adhered to the Governance requirements of Best Value procurements and RT staff has methodically administered this RFP process in its execution. There are no issues raised within the Alstom Protest that justify overturning the Staff recommendation for award to Siemens.

Purpose

The consulting firm Raul V. Bravo + Associates, Inc. (RVB+A) is to analyze: the protocol followed by RT's staff in the evaluation of Proposals submitted by the proposers; the observance of governing directions included within the Federal Transit Administration's and other relevant Governing Manuals; and the issues raised in Alstom's protest letter and supplemental submissions. Alstom's submissions were filed in response to the Sacramento Regional Transit Districts' determination that Siemens Industry, Inc.'s Proposal submitted in response to RFP No. 2010043 was most advantageous to the District.

Based upon that analysis, the consultant is to provide its findings. These findings may be considered a recommendation as to how to proceed.

Background

In 2003, RT acquired 21 UTDC Light Rail Vehicles (LRVs) from Santa Clara Valley Transportation Authority (VTA). These vehicles were originally placed into service at VTA starting in 1987 and were due for a routine midlife refurbishment at the time of their purchase by RT. In addition, they required necessary technical modifications to ensure their compatibility with the infrastructure of RT's light rail system and compliance with the Federal Americans with Disabilities Act (ADA).

RT was fortunate that its acquisition of these vehicles from VTA coincided with Utah Transit Authority's (UTA) simultaneous purchase of the balance (29 cars) of VTA's older fleet of 50 UTDC LRV's. The availability of significant local funding sources allowed UTA to forgo the time consuming processes required to secure Federal allocations, so UTA was able to quickly push ahead with the refurbishment of their UTDC equipment. Lessons learned from the UTA program were studied by RT's staff and served as a directly relevant test lab for the subsequent development of RT's refurbishment program.

The lessons from the UTA rehab were blended in with the professional experience gained by two of RT's key in-house personnel who were directly involved in commissioning and maintaining the UTDC cars when they were received and operated at VTA. This combination of experiences lead to the decision to hire LTK Engineering to inspect the UTDC cars at RT and to then develop the technical specification for the rehabilitation of those cars. Lessons from the UTA program also served to demonstrate to RT Staff and Management that the procurement methodology that would provide the greatest potential for a successful cost-effective rehabilitation of the UTDC cars would be the Best Value approach provided for in the existing Federal, and State statutes and local ordinances that govern the funding streams to be used to pay for the work.

Key milestones that flowed from the adoption and application of the Best Value methodology were as follows:

July 2010 - RT completes Peer Review of UTA's UTDC Refurbishment Program:

- Development of Technical Specification by LTK begins,
- Development of Commercial Terms and Special Provisions for the RFP begins.

March 2011 - RT Management formally recommends, and RT Board officially approves, Best Value procurement approach to managing UTDC LRV refurbishment.

May 19, 2011 - Technical Specification, Commercial Terms and Special Provisions completed and RFP issued.

June 1, 2011 - Pre-Proposal Meeting and first official viewing of UTDC vehicles by prospective proposers held at RT's Metro Heavy Repair Facility site.

June 13, 2011 - Second site visit by prospective proposers to inspect UTDC vehicles

July 12, 2011 - Third site visit by prospective proposers to inspect UTDC vehicles.

Multiple dates - RT issues RFP Addenda and Letters of Clarification, responds to written questions from RFP Planholders.

September 8, 2011 - Proposals received from Alstom and Siemens. Copies of the Technical Sections of the two Proposals are distributed the same day to RT Proposal Evaluation Committee members, including instructions for them to follow in independently preparing their scoring of the Technical portions of the two Proposals. Prices were not opened and were kept separate and under seal by RT Procurement.

September 16, 2011 - RT Proposal Evaluation Committee meets to begin group discussions of scoring sheets for Technical Proposals and the documentation of individual evaluation comments by members.

September 16, 2011 - Price Proposals opened and total scores compiled for Alstom and Siemens, both of whom are determined to be within the competitive price range as established by the LTK estimate.

October 10, 2011 - Letters of invitation sent to both firms inviting them to participate in separate face-to-face negotiations with RT, scheduled for October 27 and October 28, 2011. Letters included lists of items to be discussed on those dates.

October 27, 2011 - Negotiations held between RT and Alstom.

October 28, 2011 - Negotiations held between RT and Siemens.

These negotiation meetings were followed up by written exchanges between RT and the Proposers to secure clarifications and the refinement of their respective offerings, to the extent permitted under the Governance of this procurement. These exchanges continued until the individual Proposers sought no further answers or clarifications from RT.

November 4, 2011 - Final submittal of clarifications received from Alstom in response to issues raised during Negotiations.

January 27, 2012 - Final submittal of clarifications received from Siemens in response to issues raised during Negotiations. It should be noted here that this additional time is a direct reflection of the extensive and thorough level of investigation sought by Siemens to ensure clarity in its understanding of the work product necessary to meet the needs of RT for this refurbishment program. The staff did not lead Siemens into this deeper discussion; it was a result of initiatives taken by Siemens as provided for within the Governance of a Best Value procurement.

January 31, 2012 - Final Offers are requested from both Alstom and Siemens, with a due date of February 8, 2012.

February 8, 2012 - Final Offers received from both Proposers by RT.

February 10, 2012 – RT Proposal Evaluation Committee begins independent scoring of Final Offers.

February 15, 2012 - RT Proposal Evaluation Committee members meets to begin group discussions of scoring sheets for Final Offers and documents their comments. Members make a determination that Siemens was found overall to be the most advantageous proposal to RT.

February 21, 2012 - Notice of Intent to Recommend Conditional Award of Contract letters were sent to Alstom and Siemens, with the Recommendation of Contract Award to Siemens.

February 23, 2012 - Letter of Protest received from Alstom.

February 28, 2012 - RT sends Preliminary Response to Alstom and notifies Siemens of Alstom's Protest.

March 8, 2012 - RT meets with Alstom to discuss and attempt to resolve the protest, as called for in the protest procedure.

March 13, 2012 - Alstom submits letter to RT seeking further consideration of their Protest of the RT Staff decision and requesting a copy of the documents that RT relied upon to make its recommendation.

March 20, 2012 - RT agrees to release requested documents to Alstom. A copy of the same documents was simultaneously sent to Siemens, along with a copy of the Alstom Protest correspondence. All of these documents were transmitted to both Proposers on March 22, 2012.

March 23, 2012 - RT issues Request for Quote (RFQ) for consulting services to perform an independent investigation of Alstom's procurement protest.

April 5, 2012 - Alstom submits letter to RT in response to RT's letter of March 20, 2012 concerning the Protest filed on February 23, 2012. Letter requests reconsideration of multiple points of RT's scoring and evaluation and disputes RT's conclusions leading to RT's Recommendation of Siemens.

April 24, 2012 - RT notifies RVB+A of its selection to provide consulting services in investigation of Alstom's protest and issues Notice To Proceed.

April 26, 2012 - RT holds consulting services project kickoff meeting with Gary Hallman of RVB+A.

May 25, 2012 - Due date for RVB+A's summary report to RT.

Relevant Documents Reviewed

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
RFP No. 2010043 + Addenda #'s 1,2&3, including Protest Procedures	Sacramento RT	All Sections	Thorough, complete and carefully documented	Complied with governing laws, ordinances, policies and procedures
Alstom Proposal submitted September 8, 2011	Alstom Transportion Inc. (sic)	All Sections	Thoroughly reviewed with documented comments	Alstom responded with a proposal that was more appropriate for a Lowest Cost Technically Compliant Procurement, not a Best Value Procurement
Siemens Proposal submitted September 8, 2011	Siemens Industry, Inc. Mobility Division	All Sections	Thoroughly reviewed with documented comments	Siemens Proposal was in conformance with a Best Value Procurement
RT summary of Proposal, negotiations and related materials from Alstom	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	Alstom documentation is significantly less detailed than what was provided by Siemens. RT evaluators determined that it did not demonstrate a clear understanding of the details of the work necessary to fulfill the contract within RT's budgetary estimate
RT summary of Proposal, negotiations and related materials from Siemens	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	RT's evaluators determined that Siemens' documentation demonstrated a clear and detailed understanding of the scope of work that is necessary to fulfill the contract within RT's budgetary estimate, particularly in comparison to the Alstom documentation
Final Offer submitted by Alstom on February 8, 2012	Alstom Transportation Inc.	All Sections	Thoroughly reviewed with documented comments	Alstom's Final Offer was not judged to have sufficiently enhanced the quality and clarity of their initial Proposal

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
Final Offer submitted by Siemens on February 8, 2012	Siemens Industry, Inc. Mobility Division	All Sections	Thoroughly reviewed with documented comments	Siemens' Final Offer was judged by RT evaluators to be providing much greater clarity than Alstom's Final Offer & Proposal to all elements of work that can reasonably be defined at this stage in the process.
Initial Proposal Evaluation Forms	Sacramento RT Evaluation Committee members	All Sections	Thoroughly reviewed with documented comments	All Committee Members provided complete scoring and related supported commentary
Final Proposal Evaluation Forms	Sacramento RT Evaluation Committee members	All Sections	Thoroughly reviewed with documented comments	All Committee Members provided complete scoring and related supported commentary
Materials submitted in connection with Protest	Alstom Transportation Inc.	Letters dated February 23, March 13 & April 5, 2012	Reviewed and responded to in compliance with RT Procurement Policy Manual	Face-to-face meeting held with Alstom at RT offices on March 8, 2012 to discuss Protest
FTA Circular 4220.1F	Federal Transit Administration	All Sections	Full Compliance	Provides legal basis for authorizing various types of Federally funded procurements, including Best Value
FTA Best Practices Procurement Manual, Section 4.5.5.2	Federal Transit Administration	Section 4.5.5.2, Request for Best and Final Offer	Full Compliance	RT was satisfied that it had received the level of clarity and detail that was achievable with both Proposers within the Governance provided by the rules of this procurement
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Section 1.203: Request for Proposals	Full Compliance	Established the minimum RT requirements for information to be provided by Proposers within RFP No. 2010043

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Section 1.406: Negotiated Procurement	Full Compliance	Provided local agency basis for RT Board authorization of Negotiated Procurement through RFP No. 2010043
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Article VI: Bid/Proposal Protest Procedure	Full Compliance as of the date of preparation of this document (5-24-2012)	Provided Governance for RT staff administration of this protest procedure
Sacramento RT Procurement Policy Manual issued December 30, 2009	Sacramento Regional Transit District	Chapter 8 - Competitive Proposal Contracts	Full Compliance	Provided Governance for RT Staff administration of FTA Policies and RT Administrative Codes for RFP No. 2010043
Sacramento RT Procurement Policy Manual issued December 30, 2009	Sacramento Regional Transit District	Chapter 15 - Cost and Price Analysis	Full Compliance	Consulting firm LTK was retained to provide a technical specification as well as a price estimate prior to the issuance of RFP No. 2010043. Both Proposers submitted Final Offers within the range of LTK's price estimate
Procurement Review of UTDC Light Rail Vehicle Refurbishment RFP 2010043	Sacramento Regional Transit District	This was a review/recap of the entire procurement	This document was prepared by RT staff as an overview for internal use	This document was not required under the Governance of Best Value procurement.

Discussion

The UTDC LRV refurbishment program at UTA has been of benefit to RT in that the efforts in Utah provided a test bed for gaining valuable insights into what should be the most successful approach to follow for RT's own refurbishment program. It is clear from studying RT's RFP for this refurbishment that the lessons-learned at UTA were both understood and applied in the structuring of RFP No. 2010043.

UTA's refurbishment program was substantially complete by early 2010, to such an extent that RT staff was able to define their program plan secure in their knowledge of the direction that needed to be taken. Consulting firm LTK was then hired to inspect the UTDC cars at RT and to subsequently prepare the technical specification that was incorporated into the RFP.

LTK then used this knowledge, plus the lessons learned from the UTA program, to prepare the price estimate benchmark for RT's refurbishment. The vendor pricing proposals received by RT for this procurement are both within the LTK estimate of $20,936,520.44 for this scope of work. This fact supports the validity of RT's approach.

The total score possible was 100 points from each evaluator, with 60 points available for the technical portion and 40 points maximum for the lowest total price.

FINAL OFFERS	Possible Points	Alstom	Siemens	Point Difference
Part 1 - The Firm	70	43.5	62.5	19.00
Part 2 - Referenced Projects	21	14.5	15.5	1.00
Part 3 - Project Staffing & Experience	84	26.5	79	52.50
Part 4 - Technical Submittal	245	159	206	47.00
Part 5 - Price Proposal	280	280	224	-56.00
Total:	700	523.5	587	63.50

As noted in the list of events provided in the Background section of this study, Alstom filed its Protest Letter on February 23, 2012. Multiple issues about RT's processes and conclusions were contained within that Protest Letter. A detailed reply to Alstom's letter of February 23rd was transmitted to Alstom from RT on February 28, 2012, over the signature of Mr. Mike Mattos, RT's Chief of Facilities and Business Support Services. Alstom's allegations were determined to lack merit by Mr. Mattos, but he offered Alstom a face-to-face meeting for further discussion in an attempt to resolve the protest.

Following the March 8th face-to-face meeting, Alstom submitted a Letter on March 13, 2012 supplementing its grounds for protest and requesting a copy of the documents that RT relied upon to make its recommendations. The specific points of Protest stated in Alstom's March 13th Letter are copied directly from that document and are shown in italics below, followed by this Study's response to each allegation as viewed through the language of the Regulations, Ordinances and Policies & Procedures that govern this Best Value procurement:

1.) *RT's conclusion regarding Alstom's refurbishment experience was not based upon objective criteria;*

Alstom does have more overall railcar refurbishment experience than Siemens. However, Siemens Proposal demonstrated a clearer understanding of the details of the work that will be necessary to deliver against this RFP. This clearer understanding by Siemens provided greater confidence to RT's evaluators that the price submitted by Siemens is reasonable and will be less subject to change orders resulting from the types of discoveries that typically occur in refurbishment projects. It should be noted that when UTA conducted its refurbishment of its UTDC cars, they opted to accept a much less detailed work scope definition from their Proposers than RT has for this RFP, and the UTA program experienced an overall cost increase of 55% above the initial bid/contract price. Such a percentage increase in the cost of RT's program would require overall funding of more than $31 million dollars, versus the current LTK estimate of just over $20 million.

2.) *RT's conclusions regarding potential deficiencies in Alstom's cababilities (sic) were incorrect;*

RT's Evaluation Committee did not conclude that Alstom lacks the corporate capabilities to perform refurbishment work. Under the Governance of this RFP, the Evaluation Committee must base its ratings upon what is presented to them within the confines of a response to the RFP for this project. Siemens Proposal demonstrated a stronger understanding of the work scope for this project, thereby providing greater detail in support of their proposed pricing than did Alstom.

3.) *RT's interpretation of the results of negotiations was capricious;*

Thorough review of the Proposals and Final Offers submitted by both Proposers and the documentation of RT's negotiations with both Alstom and Siemens does not support an allegation of capriciousness in RT's conclusions. Governance of this procurement specifically forbids RT from leading a Proposer to ways of improving their offer. Under the rules of Best Value, it is incumbent upon the Proposer to take the initiative to seek clarification of details not provided by the RFP. This pursuit of clarity was comparatively significant in favor of Siemens when reviewing the competing Proposals, Negotiation Documents and Final Offers.

4.) *Results of the Application of the mathematical price calculation are questionable;*

It must be noted that Alstom submitted this question before they had access to the pricing contained within Siemens Final Offer. Application of the price calculation formula contained within the RFP to Siemens Final Offer results in an adjustment of 3 points (out of a possible 700 total points). This adjustment does not alter the final scoring sufficiently to change the outcome of the Staff recommendation.

5.) *The evaluation process, even if properly applied, led to a result that is not most advantageous;*

This review supports the position that the evaluation process was applied in strict conformity to the Best Value Governance for this RFP and that RT benefitted from the Best Value approach. The challenges associated with seeking additional funds make it a necessity that RT select the contractor whose proposal provides the RT with the greatest confidence that it's pricing is based upon a clear understanding of the work that is to be done. Experience with refurbishments teaches that issues not evident at the time of a contract award will likely occur. In favoring the proposal submitted by Siemens, RT Staff is seeking to protect the Best Value for their available dollars by selecting the Proposer that has demonstrated the deepest understanding of the necessary work scope, thereby reducing the risk associated with the areas of work that will be subject to further discovery.

Following review of the documentation supplied to them by RT on March 22nd, Alstom submitted a letter on April 5th containing additional points of disagreement with RT's conclusions. A review of the items contained within Alstom's table of issues in this letter finds them to be relatively minor in terms of their financial impact upon the overall cost of this refurbishment program, and not significant enough to offset the difference in the scoring of the Technical Proposals submitted by the two competitors - even if all of the items were to somehow be found to be correctly and fairly claimable to the benefit of Alstom's score for their Final Offer.

In fact, almost all of the items listed in Alstom's letter of April 5th are clarifications proposed by Siemens to generate cost savings to RT and are a direct reflection of Siemens detailed approach to gaining understanding and definition of the scope of work before submitting their Final Offer to RT. The choice by Alstom to not seek such additional clarifications and value enhancements within their submittals to RT was their own decision and, under the rules of Best Value as correctly administered by RT, the opportunity was fully open and available to them.

Findings

This study finds that in their administration of RFP No. 2010043, the Staff of RT has been thorough and fair in following procedures and practices in all areas. The study finds no areas of concern and believes that the Conclusions and Recommendations arrived at through the RFP process are sustainable and defendable under the rules governing this Best Value procurement.

Regional Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT
PROCUREMENT SERVICES
P.O. Box 2110
Sacramento, CA 95812-2110

Procurement Review of UTDC Light Rail Vehicle Refurbishment RFP 2010043

April 2012

NOTE:
Exhibits 'A' through 'J' are not included in this Document

UTDC LIGHT RAIL VEHICLE REFURBISHMENT PROJECT

UTDC LIGHT RAIL VEHICLE REFURBISHMENT PROJECT

Objectives of the Project

The Project will refurbish 21 Urban Transportation Development Corporation (UTDC) light rail vehicles (Vehicles) purchased from Santa Clara Valley Transportation Authority (VTA). These Vehicles will be used to support South Line Phase 2 (the Blue Line extension to Cosumnes River College), the Green Line (1.1 miles of new track and two new stations in downtown Sacramento), as well as for weekend service, and eventually limited stop service on the North East Corridor (Blue Line). These Vehicles will not be modified to operate in mixed consists with either of RT's other fleets (Siemens-Duewag and Construcciones y Auxiliar de Ferrocarriles, S.A. (CAF)); it is not cost effective to do so. These Vehicles will always operate in homogenous consists, and in a maximum of three-car consists (to fit within the platform length at light rail stops). The general objectives of this refurbishment program include the following items:

1. To ensure the continuation of useful service life of the vehicles (for the second half of the vehicles' design life).
2. To improve system and passenger safety
3. To improve vehicle reliability
4. To reduce maintenance costs
5. To reduce unscheduled repairs
6. To eliminate obsolete equipment
7. To improve passenger comfort and convenience
8. To improve interior and exterior appearance
9. To assist RT during the safety certification process as needed

The Contractor must assure these objectives are met in all aspects of its work.

Project Overview

In 2003, RT acquired 21 UTDC light rail Vehicles from VTA. Utah Transit Authority (UTA) procured the balance of VTA's fleet and completed its refurbishment in 2009. These Vehicles began operating in service for VTA in 1987. In 2004, RT gained funding to obtain the Vehicles and to procure equipment required for the Vehicles to meet RT's operating requirements. Several major subsystems such as the Train-to-Wayside equipment, E&H ramps, and radios were procured. RT approached its refurbishment project several ways over time.

The first approach involved two parts: first to solicit, using an RFP, a contractor to make all the modifications on a pilot Vehicle, and develop all the necessary schematics and rework instructions to modify the remaining fleet and then, second, solicit, using another RFP, a contractor to modify the remaining 20 Vehicles. A restriction was added to the RFP to preclude the first contractor from bidding on the second RFP because the contractor would have an unfair competitive advantage. RT received no proposals from the first RFP. RT staff sought industry feedback and determined that the prohibition clause was what stopped firms from bidding. Contractors stated they needed the entire modification project to make it cost-effective for them.

The second approach was to perform the entire work "in-house" using RT light rail Maintenance staff. RT would hire and train two technicians who would be dedicated full time to work on the UTDC Vehicles. Due to many changes in RT's working environment, such as reductions in force and the length of time it takes to train technicians, RT decided that a better approach was to seek outside services for both developing the Technical Specifications, and to perform the required modifications. During this time period, RT was actively applying for additional funding.

The current and final approach was defined in 2009, when additional funding was obtained for this project. RT re-evaluated what modifications were needed, what systems had to be replaced with newer technology, and what systems were not currently on the Vehicles but needed to be added. RT met with UTA staff to analyze the changes and upgrades that they had made, and to understand the difficulties UTA encountered on its project. RT staff also analyzed any additional needs for today's light rail system environment.

The ARRA funding application for the refurbishment defined minimal changes to the Vehicles but with no new equipment. The application stated that 15 Vehicles would be refurbished with the funding. Due to changing needs to improve Vehicle reliability (lessons learned from UTA), RT sought additional funding through its Grants Department for Prop 1B funds.

Procurement Strategy for Vehicle Refurbishment and Supporting Activities

Summary from Issue Paper, dated March 14, 2011, accompanying Board Resolution No. 11-03-0038:

With RT's fiscal emergency and subsequent layoffs, it was determined that RT would have to contract out the resources required to complete this project. In April 2010, RT contracted with LTK Engineering, through a Work Order to the General Engineering Support Services contract, to perform a technical inspection of the UTDC fleet. In August, RT contracted again with LTK to create the detailed technical specifications for the refurbishment.

On February 23, 2009, the Board approved Resolution 09-02-0035 to delegate increased procurement authority to the General Manager/CEO, for projects funded in whole or in part by the ARRA of 2009, as necessary, to timely apply for and receive federal funding (a condition that has since been met). RT received approximately $9.8M in ARRA funding for the UTDC refurbishment project and has spent a portion of the funds. A condition of the ARRA funding is that the funds are to be spent timely, without delay, otherwise RT risks having to return the funding and pay back what has already been spent. The funding period for the 2009 American Recovery and Reinvestment Act of 2009 is from February 17, 2009 until September 30th, 2010. An ARRA audit in October 2010 reviewed the status of our project. RT, currently has staff dedicated to the project, has started to procure material, and developed a detailed project plan. RT has been able to show the Auditor that we are actively moving forward with the project. With this information, RT is currently meeting the requirements of the funding. However, Congress has been debating whether all un-obligated funds should be eliminated from the stimulus budget. In order to move forward into the contracting phase and to completely encumber the funding provided, we are asking the Board to streamline and accelerate the Procurement processes. Staff is requesting that the Board delegate certain authority to the General Manager/CEO, specific to the UTDC refurbishment project. The General Manager/CEO would be delegated the following authority:

1. To release all solicitations of bids and proposals;
2. To award and execute contracts up to $250,000;
3. To award and execute sole source contracts up to $250,000;
4. To award and execute all work orders up to $250,000;
5. To approve and execute any single change order up to $250,000; and
6. To approve and execute amendments up to $250,000.

Under this limited authority, any contract in excess of $250,000 will be presented to the Board for approval.

Upon authorization from the RT Board of Directors, and subject to the review and approval by the Chief Legal Counsel or his/her designee, the General Manager/CEO would be authorized to execute

all work orders up to $250,000 on the existing support services contracts: General Construction Management Support Services, and General Engineering Support Services.

Upon authorization from the RT Board of Directors, and subject to the review and approval by the Chief Legal Counsel or his/her designee, the General Manager/CEO would be authorized to approve all solicitations for bids and proposals for the UTDC project. A list of UTDC project procurements, known at this writing, is included as Exhibit A to the Resolution. The list of procurements in Exhibit A may change based on any number of changes in the requirements. During the initial teardown and assessment process, Staff discovered significant variables in the conditions of vehicle components. Each Invitation to Bid and Request for Proposal will be customized, as such, to accommodate the needed work.

Most of the UTDC vehicle components will be procured using the competitive low bid solicitation method; however, a negotiated procurement is the intended procurement strategy for the major UTDC LRV refurbishment contract. Under this method, award of the contract will be to the firm that scores the highest on evaluation criteria that will include price as well as technical and manufacturing capability, rather than low bid. Public Contract Code Section 20323 allows for the use of a competitive negotiation process for the acquisition of specialized rail transit equipment. A competitive negotiation is allowed upon a finding by a 2/3rds vote of RT's Board of Directors, that it is in RT's best interest to consider and that in these circumstances it is in the public interest to consider the broadest possible range of competing products and materials available; fitness of purpose, manufacturer's warranty, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, and other similar factors in addition to price in the award of this contract.

Project Management Team

Organizational and Technical Team

At the project level, in addition to the Project Director and Project Manager, the management team includes the following leads who work directly with the Project Manager in managing and providing day-to-day functional support throughout the Project's implementation phases from inception to revenue operations. The following positions are identified with administrative titles in parenthesis:

- **General Manager/CEO** The RT General Manager/CEO reports directly to the Board of Directors. The General Manager/CEO functions as the Contracting Officer for the Project and is responsible for ensuring that contracts and the contracting processes are administered in accordance with established guidelines and ordinances.

- **Chief Operating Officer** The Chief Operating Officer (COO) reports directly to the General Manager/CEO. The COO is responsible for all aspects of bus and light rail operations, bus maintenance, and services including Police Security and Community Bus Services. The COO provides administrative support to the Director of Light Rail to ensure all aspects of the project meet established budgets, schedules, design criteria, and quality levels, The COO provides project status to the General Manager/CEO.

- **Project Director (Director of Light Rail)** The Director ("Project Director") of Light Rail reports directly to the Chief Operating Officer. The Project Director provides administrative support and oversight to the Project Manager's activities to ensure that project design and Vehicle Refurbishment are coordinated and managed to meet established budgets, schedules, design criteria, and quality levels. The Project Director is also responsible for ensuring that project QA reviews and audits are performed. The Project Director will review staffing requirements on an ongoing basis to assure that the Project remains effectively and adequately staffed.

- **Project Manager (RT Superintendent, Light Rail Maintenance Operation)** The Project Manager is fully responsible for management of all activities needed for successful completion of the project including Technical Specification Development and Refurbishment Design to Vehicle System Integration, and other project support activities. The Project Manager also coordinates other project support activities with functional department heads.

- **Procurement Project Lead (RT Superintendent, Materials Management)** The Procurement Project Lead ("Project Lead") supports the Project Manager and is responsible for management of activities needed for successful completion of the project. The Project Lead's responsibilities include addressing day-to-day critical issues and proposing solutions for these issues while coordinating other project support activities with division heads. The Project Lead works directly with RT Contracts staff and keeps the Project Manager informed of open issues. The Project Lead shares the responsibility for overall project performance, and is the alternate point-of-contact for matters pertaining to FTA and project management issues.

  The Project Lead also has the primary responsibility to lead acquisition activities for the Project. by managing the Contract Management post award including, but not limited to the following: Review and Monitor implementation. Review and Verification of Application and Certificate for payment. Review and Monitor Contract Change Order procedure, approvals and processing. Review and Monitor Contract Claims and Claims Issues. Review and Verify Contract Close-out and Final Acceptance.

  The Project Lead will work directly with RT Legal and all interfacing Departments during the procurement phase and will keep the Project Manager informed of open issues.

- **On-Site Technical Lead (RT Light Rail Supervisor)** The On-Site Technical Lead supports the Project Manager and the Procurement Project Lead and has the responsibility to manage the vehicle refurbishment by coordinating activities between the Contractor and the light rail Maintenance and Operations staff.

- **Quality Assurance Manager (RT Quality Assurance Administrator)** The Quality Assurance Manager: promotes the development of quality management systems consistent with contemporary FTA practices to effect successful implementation; ensures that RT is in compliance with the FTA QA/QC guidelines; develops QA/QC policies, procedures, processes, specifications, practices and guidelines; conducts audits; performs oversight; reviews and monitors procedures and processes; and checks RT staff, consultants and contractors for compliance

- **Director of Design (Director, Civil and Track Design)** The Director of Design works directly with the Project Manager, and is responsible for the interface with design consultants and contractors on matters such as refurbishment, civil, electrical, mechanical subcontractors through refurbishment phases.

- **Lead Engineer (Senior Systems Engineer)** The Senior Systems Engineer oversees RT's systems engineering staff and external Consulting staff to complete the design requirements for the Project in their respective specialized discipline area.

- **Technical Specifications Development (Consultant Team)** RT enlisted the services of LTK consultant team for its expertise in Light Rail Vehicle manufacturing and refurbishment. The technical consultant provides RT with a Lead Project Engineer and other specialists as needed.

Other Project Support

- **Chief Legal Counsel** The Chief Legal Counsel report directly to RT's Board of Directors and advises the General Manager/CEO and all other staff on all legal matters.

- **Grants Manager** The Grants Manager is responsible for administering local, state and federal funding programs. Supporting the project through the Director of Office of Management and Budget, the Grants Manager's responsibilities include: preparation and coordination of grant applications and amendments; and coordinating efforts to satisfy state and federal project reporting requirements which include the preparation of the FTA quarterly reports.

- **Procurement Analyst (Senior Procurement Analyst)** The Senior Procurement Analyst reports directly to the Manager, Contracts and DBE. This position supports the Procurement Project Lead and has the responsibility for management of activities required for successful completion of the project.

- **Manager, Contracts and DBE** The Manager Contracts/DBE supports the Procurement Team throughout all project-related procurements as reviewer and advisor to the Senior Procurement Analyst and the Procurement Project Lead.

Project Schedule

The following schedule is provided as of August 2011 and outlines major activities for the remainder of the Project. This schedule is included as Exhibit A - UTDC Vehicle Refurbishment Project (Not Included).

Technical Specification Development for Vehicle Refurbishment and Overhauls

RT contracted with LTK to assist with the development of the technical specifications for the Vehicles. LTK and the RT Project team, consisting of Laura Espinoza, Reggie Silva, Colleen Elder, Craig Norman, and Eric Oparko, traveled to Utah to interview UTA Maintenance and Contract Project personnel who managed the refurbishment of UTA's 29 UTDC Vehicles. The Project Team conducted research to learn what difficulties the Maintenance project team experienced, how their upgrades were performed, and changes and/or other upgrades that UTA should have made. Procurement reviewed the RFP, Contract and all the Change Orders. From these "lessons learned," RT intends to avoid several problem issues that UTA encountered.

- Procurement found several problem issues with UTA's procurement strategy; namely, that using one contractor for the entire refurbishment was perhaps not the best approach. UTA experienced several slow-downs from sub-systems where issues were resolved between subcontractor and UTA but they could not act until a change order was processed through the prime contractor. *RT decided to procure separate contracts for some of its overhauls to save time and additional mark-up.*

- By reviewing all the Contract Change Orders, RT was able to identify and include work items that were not addressed by UTA. *RT was able to incorporate the additional work into RT Technical Specifications.*

- RT Maintenance found that UTA did not include some work during their refurbishment that later resulted in issues during operations. UTA wanted to replace the HVAC system but discovered that there was no market for it. This resulted in a change order for their

contractor to rebuild the HVAC units. *RT performed an Industry review with the major HVAC suppliers in 2011, before starting the procurement process, to verify that the units could not be replaced with a new HVAC unit (RT's original preference); therefore, RT modified the specifications accordingly to have the refurbishment contractor rebuild them.*

In July 2010, after RT and LTK completed their Peer Review of the UTA's UTDC refurbishment, LTK's Team consisting of Werner Uttinger, Project Lead and Sabro Takeda, Project Engineer, and RT worked together to develop the technical specifications. LTK performed a partial teardown of the major components, inspected the UTDC vehicles, and provided a report of the items to be addressed during the Refurbishment. LTK then developed a set of technical specifications for the Vehicles and the overhauls to support the Refurbishment project. The Vehicle technical specifications were completed and reviewed by RT Legal in June 2011.

Engineering Estimate

LTK developed a matrix list of requirements in August 2010. The scope included the Vehicle refurbishment, major component overhauls and long lead time items being managed directly by RT. RT, together with LTK, performed an internal review of requirements. Each line item listed the Base Estimate, (minimum work), and the High-End Estimate for each activity. RT's Technical Review Team reviewed the matrix and made a decision as to which option (Base or High-End) was preferred by RT. The Matrix became the outline for the Technical Specifications. RT's preferred options estimate was used to develop the WBS funding baseline budget.

RT used LTK's Engineering Estimate to budget the current funding, which resulted in the conclusion that the awarded ARRA funding would fund completion of the first seven vehicles. RT notified the FTA Project Management Oversight (PMO), Gannett Flemming, of the fact that the current budget estimate would provide funding for only 7 Vehicles. RT requested that LTK expand its Engineering Estimate to add items that were not directly part of the refurbishment activities, such as Contractor's Overhead Costs, Training, and Manuals. In October 2011, LTK submitted the complete Engineering Estimate to RT. RT submitted a request to the FTA to change the quantity of Vehicles from 15 to 7 for the AARA funding Grant. Below is the current funding plan.

UTDC Vehicle Refurbishment Request for Proposal Project no. 2010043

Fiscal Impact

Budgeted:	Yes
Budget Source:	Capital
Funding Source:	Federal, State*
Cost Cntr/GL Acct(s) or Capital Project #:	WBS: R085 GL: 910800
Total Budget:	$19,676,099.70

Funding Breakdown:

American Recovery and Reinvestment Act (ARRA) of 2009:	$5,013,000	
Awarded Prop 1B:	$1,618,869	
Future Prop 1B:	$4,859,963	*Pending – awaiting bond sale and allocation to this project
Future Prop 1B:	$9,228,055	*Pending – requested allocation June 2011
Total:	$20,719,887	

Procurement Team for RFP 2010043 UTDC Vehicle Refurbishment

The Procurement Review Team and Contract Management for the Request for Proposal Project No. 2010043 UTDC Vehicle Refurbishment are made up of the following RT personnel:

Procurement:

- Colleen Elder, Superintendent, Materials Management
- Sue Robison, Senior Procurement Analyst, Contracts
- Fernando Barcena, Manager, Contracts and DBE

The Chief of Facilities and Business Support Services and the General Manager/CEO approved the Evaluation Committee.

The Proposal Evaluation Committee:

- Mark Lonergan, Chief Operating Officer – elected to not evaluate
- Vern Barnhart, Director, Bus Maintenance
  (As of January 1, 2012, promoted to Director, Light Rail)
- Laura Espinoza, Maintenance Superintendent - Light Rail
- Reggie Silva, Maintenance Supervisor
- Darryl Abansado, Director, Civil and Track Design
- Craig Norman, Senior Systems Engineer
- Eric Oparko, Quality Assurance Administrator
- Kerry Kopp, Maintenance Trainer - Light Rail

Legal Counsel:

- Melissa Noble, Attorney III

Procurement Process

A "Best Value" negotiated procurement was determined to be the appropriate solic itation method.

FTA Circular Reference

FTA Circular 4220.1F

"Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the recipient's estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. While FTA does not mandate any specific evaluation factors, the recipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that they must support the purposes of the Federal public transportation program."

Request for Proposal

The procurement document was created by Colleen Elder, Sue Robison, and Laura Espinoza, reviewed by Fernando Barcena, and finally reviewed and approved by Melissa Noble Attorney III, Legal Departm ent.

Excerpts From RFP 2010043 Document

Instructions to the Bidder

A pre-proposal conference and site visit will be held on Wednesday, June 1, 2011, at 9:30 a.m. at RT's Metro Heavy Rail Facility (MHRF) conference room at 2760 Academy Way, Sacramento, CA 95815. The purpose of the meeting is to review the scope of work to be performed, the DBE requirements, and to respond to questions regarding the RFP. After the meeting, there will be a site visit to provide an opportunity for Proposers to visually inspect two UTDC Vehicles located in the MHRF maintenance shop and to review documents that will be provided to the Contractor under the Contract. Please note that entrance to the MHRF building is restricted and no one may enter without an RT representative.

A second site visit is scheduled to provide a reasonable amount of time for prospective Proposers and potential subcontractors to conduct an inspection of all UTDC Vehicles. The Vehicles will be staged in both the indoor MHRF maintenance shop, and outdoors in the active Metro rail yard. All attendees must sign a waiver and general release to access RT's property for the site visit. In addition, all attendees, employees and agents of the Proposer and its proposed subcontractors and suppliers must sign-in upon a rrival on, and must sign-out upon depar ting from, RT's property as required by RT.

RT will summarize all questions and responses given at the pre-proposal conference, and all other questions received, according to the Procurement Schedule found in Section I, Introduction, C. All questions should be submitted in writing to RT using the RT-provided MS Excel spreadsheet found on RT's ftp portal site. Instructions for accessing the Excel spreadsheet are found in Section I,

Introduction, D. Obtaining Electronic UTDC RFP Documents. Proposers should email questions to the contact persons listed on the prior page of this RFP. Proposer must reference the RFP Technical Specification Section number, and subsection number, if applicable. RT will summarize all questions and responses and will mail a hard copy to all Proposers that received a hard copy of the RFP, according to the Procurement Schedule found in Section I, Introduction, C. This summary is provided for reference only, will not be binding on RT, and will not become part of the Contract. Any changes to the RFP as a result of the questions will be made through an addendum to the RFP.

Evaluation Procedures

The overall evaluation process will be performed by the Proposal Evaluation Committee ("Committee"). The Committee will be made up of technically and professionally qualified personnel from RT and other technical consultants. The objective of the evaluation is to determine which Proposals are responsive and technically acceptable.

All Proposals will undergo a preliminary evaluation by the Committee to determine the following:

a) That the proposed work meets all functional requirements of the specifications, and is fully compliant with, and responsive to, the RFP. A Proposal that does not comply with all of the RFP requirements will be deemed non-responsive, subject to RT's right to waive minor irregularities.

b) That the Proposer and its proposed subcontractors have sufficient personnel, facilities, and experience to successfully complete the work within the required schedule.

After the preliminary evaluation of the written proposals, the Sealed price proposals will be opened and the final scoring will be determined in accordance with the Evaluation Criteria.

After evaluation is complete and upon determination of the final ranking, RT may commence contract negotiations with the Proposers within the competitive range as set out in Section II.D.7, for the purpose of finalizing a recommendation of award to the RT Board.

Evaluation Criteria

Evaluation Criteria for evaluation of responsive Proposals are listed on the following page. In each case, the number of points (out of a total of 100) assigned to each major section is given in boldface. Following each boldface heading, the point distribution for that section is broken down in greater detail. Where "Compliant/Non-Compliant" is given, no score is awarded, but the material submitted is checked for compliance with the RFP requirements. If any part of a Proposal is deemed non-compliant, the Proposal will be deemed non-responsive.

The Proposal Evaluation Form included in the RFP is shown on the following pages.

Proposal Evaluation Form

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: _____

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	
Part 2 - Referenced Projects:			**3 points**	
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	
	B.	Project Manager	6 points	
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	
	B.	Quality Control	5 points	
	C.	Compliance with Technical Specifications	8 points	
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	
		Communications System	3 points	
		Event Recorder System	2 points	
	E.	Project Schedule	5 points	
Sub-TOTAL	**QUALIFICATIONS AND TECHNICAL SCORE**		**60 points**	

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ _____
(Date) (Signature)

Competitive Negotiations

RT reserves the right to enter into contract negotiations to negotiate items such as the technical specifications, price, project schedule, etc., with all Proposers within the competitive range. During the negotiations, the Proposers within the competitive range may be asked to submit a best and final proposal and cost. RT reserves the right to make award based on the original proposal without further negotiations.

Award of Contract

RT intends to award a Contract to the Proposer offering the proposal most advantageous to RT. Award of contract may or may not be made to the lowest priced Proposal. Since technical acceptability is considered vital to a successful project, RT reserves the right to award a contract on other than the lowest-price basis if a higher-priced Proposal is determined to be more advantageous to RT.

After final evaluation and scoring of all Proposals, and completion of a price and/or cost analysis, if required, RT's Proposal Evaluation Committee intends to recommend to the RT Board that the UTDC Light Rail Vehicle Refurbishment Contract be awarded to the Proposer that complies with this RFP and whose Proposal is the most advantageous to RT.

RFP 2010043 Summary of Procurement Activities

Proposal and Negotiation History
Release of the RFP

During the review and completion of the procurement documents, an industry search was made to develop the Planholders list. For vendors, RT used its past procurement (Light Rail Vehicle Procurement in 1999) and researched: other agencies' refurbishment RFPs; the internet; APTA's web-site; and LTK recommendations. The RFP was released on May 19, 2011 with the final bid due date of September 8, 2011.

Planholders

RT released the RFP to 42 firms (See Exhibit B Not Included). The solicitation was advertised in publications of general circulation in accordance with RT SOP GM-SOP-97-009; posted on RT's website under Contracting Opportunities; and advertised in Transit Intelligence for maximum outreach.

Pre-Proposal Meeting

The Planholders were invited to the Pre-Proposal meeting on June 1, 2011 at RT's Metro Heavy Repair Facility, with a short inspection of the Vehicles in the shop. The purpose of the meeting was to review the scope of work to be performed, the DBE requirements, and to respond to questions regarding the RFP. After the meeting, a site visit was held to provide an opportunity for Proposers to visually inspect two UTDC Vehicles located in the MHRF maintenance shop and to review documents that will be provided to the Contractor under the Contract.

Pre-Bid Inspections (site visits)

Two additional site visits were scheduled to provide a reasonable amount of time for the proposer's technical and engineering staff and potential subcontractors to conduct a thorough inspection of all UTDC Vehicles. The equipment that was partially torn down for the LTK evaluation and all 21 Vehicles were available for inspection. Attendance at the 2 site visits

included both firms that submitted Proposals (28 representatives from Siemens and 7 from Alstom) and a few sub-suppliers.

Addendums

Three Addendums were issued on: June 29, 2011, August 2, 2011, and August 18, 2011.

Proposal Receipt

On September 8, 2011, responsive proposals were received from: Alstom Transportation, Inc. and Siemens Industry, Inc.

Proposal Review

Proposals were distributed to each Evaluation Committee member on September 8th, with instructions to bring their evaluation score sheets and comments to the 10:00 a.m. meeting on Friday, September 16, 2011 in the Engineering Conference Room. Each evaluator read and scored the proposals independently.

Written Evaluation

A Proposal Evaluation Committee, Pre-Review of Proposals Meeting was held on September16, 2011. A meeting agenda contained the following agenda items:

Meeting Objective - To kick-off the proposal evaluation process

Evaluators' Role –

- To determine that the proposal meets the requirements set forth in the RFP.
- Evaluators to document the strengths and weaknesses of the proposal.
- It is not appropriate for the evaluator to try to redesign or make changes to any aspect of the proposal during the evaluation process.

Proposal Requirements – See earlier reference to FTA Circular 4220.1F

Confidentiality Agreement – each Evaluator signed a confidentiality agreement.

Schedule:

- Friday, September 16, 2011 – Evaluation Committee proposal review meeting
- Thursday, September 29, 2011 – Oral Presentations (if needed)

Written Evaluation Scoring and Comments

There were stark differences between how the 2 firms responded to the Technical Specifications. A representative sample of each Proposer's response is found below. The sample was taken directly from the RFP Technical Specifications and from each proposal.

The selection is Section 2.2.5 Roof Shrouds:

> **2.2.5 Roof Shrouds** "Contractor must inspect roof shrouds, repair any defects found and replace all mounting hardware with stainless steel hardware."
>
> Siemens' response to Section 2.2.5:
>
> "Roof shrouds will be removed from the vehicle primarily to facilitate the removal of roof mounted equipment and to prevent damage to both. When dismounted from the vehicle, the shrouds will be inspected for: corrosion; bent or dented areas; failed welds; and damaged paint coating. Repairs will be made as applicable to remove and mitigate corrosion, straighten outer surfaces to within +/- 1 mm (+/-0.039 in) of original surface contour, repair broken welds and repair and replace damaged paint per Siemens' procedures. All roof shroud hardware used during reinstallation will be stainless steel."
>
> This was a typical response from Siemens' proposal, well thought out and thorough, which demonstrated that Siemens has good understanding of the amount of work required, and for RT to evaluate Siemens' technical abilities.
>
> Alstom's response to Section 2.2.5:
>
> "Alstom shall be compliant with the requirements of this Section."
>
> This was a typical response from Alstom's proposal to the majority of the items in the Technical Specifications. Alstom did not demonstrate its level of understanding and ability to perform the work. Consequently, the Evaluation Committee scored the more-detailed proposal (Siemens) higher.

Scoring based on the Written Proposal Evaluations:

Evaluation scores and comments were turned over to Procurement staff to compile the scores. Sealed price proposals were opened, and the scoring results were:

Name	Total Score (out of 700 points)	Average Weighted Score
Alstom	554	79
Siemens	577	82

Determination of Competitive Range

Staff determined that both firms were in the competitive range.

- On October 10, 2011, a letter was sent to both firms, including a tentative agenda, and attached a list of items for discussion. Most of the items on the list needed clarification and/or additional information. Each firm's letter was specific to issues that needed to be discussed with that firm. See Exhibit C-1 to Alstom and C-2 to Siemens (Not Included) .

- For Alstom, its repeated statements that "Alstom shall be compliant with the requirements of this section" made it difficult to determine whether or not RT's specifications had been fully understood. RT requested that Alstom make a presentation to explain how Alstom would comply with the Technical Specifications. RT requested that Alstom be prepared to explain why there was no pricing for each Item 1 for Tables B-2, B-3, B-4, and B6.

  For Siemens, RT requested Siemens be prepared to provide the elements that went into the pricing for each Item 1 for Tables B-2, B-3, B-4, and B6.

Negotiations

The Evaluation Committee decided it would be unnecessary to hold oral presentations and that time would be better spent on entering dir ectly into face-to-face negotiations with both firms.

Negotiations meetings were led by the Materials Management Superintendent. The sign-in sheets are included as Exhibit D-1 for Alstom's meeting and D-2 for Siemens meeting (Not Included). The format of the meeting followed the agenda's that were furnished to each firm prior to the meeting. The summary of discussion items were developed by RT from the Evaluation Committee member's questions and comments, and from each Proposers lists of Major Risks, Cost Savings Suggestions and Contract Exceptions.

During negotiations, the Manager, Contracts and DBE summarized the following to both firms: Negotiations would be conducted with all proposers within the competitive range. Negotiations will result in revisions requested of proposers, with the intent to correct deficiencies and shortcomings in the proposal/offer and with the intent to improve the proposal/offer. Negotiations with each proposer within the competitive range will be unique as to the specifics in each proposer's offer. There may be iterations of revisions until proposer has made its best offer on each negotiating point. RT will not issue a BAFO document. When the proposer has made its best and final offer, RT will not seek further revisions to proposer's offer and will conclude negotiations. After negotiations have been closed and if there remain multiple proposers within the competitive range, the revisions to the proposal and price will be requested in the form of a Final Offer. Once Final Offers have been received, RT will determine which of the multiple final offers is the most advantageous offer, based on the criteria set out in the RFP. After the proposer is selected that is determined by the Evaluation Committee to have made the offer most advantageous to RT, RT staff will recommend to the RT Board to award a contract to the successful proposer.

- <u>Alstom</u>
  Contract negotiations meetings began with Alstom on October 27, 2011 with follow-up correspondence back and forth to negotiate the Technical Specifications, price, and terms and conditions.

  Alstom's approach to negotiations included little technical content; instead Alstom proposed several maintenance-related services to RT, for example: Vibration Technology Service and Traction Motor Based Maintenance and Overhaul, Advanced Winding Analyzer, and Train Line Service (T LS).

  Since Alstom's proposal lacked detail, RT found it difficult to discuss details its proposal. RT brought up the fact that Alstom's common statement of "Alstom shall be compliant" left little to discuss. Alstom provided additional information to RT at the meeting in response to RT's request for more details; however, the document provided by Alstom added very little information. The document consisted of an Excel spreadsheet with each Technical

Specification section listed, followed by several cells titled as "Statement of Compliance," consisting of "Addendum - Fully Compliant -Comply w/ comment - Do not comply - Out of scope, and For info only," and using an "x" to identify the category that best fit. The last column heading, "TLS Eng Comment" was comprised of brief comments such as "Understood, and No further comment."

During the discussions, the topic of staffing for the project was brought up by RT. Alstom responded that for many positions, included the critical position of QA/QC, they "will hire staff as needed" from the Sacramento region.

Another area of concern identified in Alstom's proposal price forms was that Alstom did not include any cost for the top level support for each Item 1 in Tables B-2, B-3, B-4, and B6. Alstom responded that the pricing was included elsewhere. RT concluded that the costs must be in the engineering costs found in Table A or that Alstom did not anticipate that each Vehicle is different and will require some custom Engineering.

RT asked Alstom what tooling and other equipment they had to perform the work and Alstom's response was they would buy everything they needed.

During the discussions, Alstom explained that TLS support would be transferred to its Naperville, Illinois location, not its west coast Mare Island facility located just hours away in the Bay Area. They explained to RT that TLS will give RT a high level of support after project completion. The Alstom Negotiations Team was unaware that RT has Alstom propulsion equipment on its CAF fleet of LRVs and that currently 5 vehicles were out of service due to equipment failures. Once they were told, Alstom immediately made phone calls and offered meetings to resolve on-going issues on the CAF vehicles. RT's experience with TLS has not been favorable since the on-site warranty period was complete in approximately 2006.

Alstom had 29 questions/items to discuss and discussions concluded after its November 4, 2011 submittal. The Summary of Contract Negotiations with Alstom can be found as Exhibit E–1 (Not Included).

- Siemens

  Contract negotiations meetings began with Siemens on October 28, 2011 with several weeks of follow-up correspondence back and forth to negotiate the Technical Specifications, price, and terms and conditions.

  Siemens' approach to negotiations was technically well thought out and encompassed virtually all aspects (major/minor) of the project and process to accomplish them. Some of the topics discussed in detail included: shop space and logistics, removal of the trucks for overhaul at its French Road location, painting and associated permits for painting in the shop, slewing rings, and many other topics related to the Technical Specifications.

  Siemens addressed the request to provide the elements that went into the pricing for each Item 1 for Tables B-2, B-3, B-4, and B6 (as requested in the letter of invitation to enter into negotiations) by explaining that Engineering support will be needed after teardown of each vehicle and also that its support overhead costs were rolled up into the top level. RT considered this to be appropriate.

  Siemens committed to providing experienced staffing from their Sacramento facility and put on contract as a technical advisor consultant the former Operations Manager (from

VTA) for the original UTDC acquisition. Siemens will provide warranty and after market support from its Sacramento facility.

Siemens had over 90 questions/items to discuss and discussions concluded in early January 2012 Exhibit E-2 (Not Included). The Summary of Contract Negotiations with Siemens can be found as Exhibit F-1 for Alstom and F-2 for Siemens (Not Included).

Request for Final Offer (Pricing and Updates to Proposal)

Proposers remaining in the competitive range were asked to submit a final revised technical proposal and final revised price proposal. Final Offers were requested from both Alstom and Siemens on January 31, 2012 with a due date of Wednesday, February 8, 2012. Each letter addressed specific issues to be taken into consideration for the firms Final Offer (See Exhibit F-1 for Alstom and F-2 for Siemens - Not Included).

Final Review

Trade-Offs

The Evaluation Committee discussed the Final Offers and trade-offs for each proposal. The Committee agreed that Siemens submitted the technically superior proposal and has superior project management and support staff. Siemens's core business is light rail (and preferred by the Committee) compared to Alstom's heavy and commuter rail experience with very little light rail experience. The level of detail in Siemens proposal and during negotiations is superior and as a result, presents less risk to RT.

RT did not favor Alstom's plans to hire most of its workers locally after contract award, given that the employees might not have any light rail industry experience and would be disbanded after the project ends. Also, after project completion, Alstom proposes to transfer all support for the vehicles to Train Life Services (TLS) in Illinois. RT's experience with TLS is below standard and has caused CAF vehicles (with Alstom propulsion equipment) to be out of service. Warranty and aftermarket repair work has taken at times up to a year for repaired parts to be returned to RT. Siemens will provide warranty and after market support from its Sacramento facility.

As far as cost allocation, no heavy up-front costs were included with Siemen's proposal. RT has committed to completing 7 Vehicles with the ARRA funding. With Alstom's proposed up-front costs of 20% or $3,000,000, only 3 of the 7 Vehicles would be completed with the current available funding.

A summary of trade-offs between Alstom and Siemens was developed by using the RFP Technical Evaluation Form. See following pages.

Evaluation Criteria		Trade Offs		RT Position
	Points	Alstom	Siemens	
Part 1 - The Firm; Major Subsystem Subcontractors:	**10**			
The Firm	5	Will hire most of workers locally, probably without any experience in the rail industry, after completion, transfer all support for the vehicles to TLS in Ill.	Will bring experienced LR worker from the Sacramento Facility. All of the aftermarket support, after completion, will remain at the same Sacramento facility.	Having the Contractor based locally allows them to be more flexible and better able to handle unplanned issues.
Experience		Alstom's proposal provided only Commuter and Heavy Rail projects as examples.	All examples provided were of Light Rail overhauls and refurbishment projects.	The risk to RT is higher with Alstom since they have no LRV experience multiplied by their proposal being vague in most areas.
		RT's experience with TLS is below standard since 2007 and has caused CAF vehicles (with Alstom propulsion equipment) to be out of service. Warranty and aftermarket repair work has taken at times up to a year for repaired parts to be returned to RT.	RT's experience with Siemens support has been consistent since the purchase of the U2 Vehicles in approximately1986.	RT believes that Siemens support for warranty and aftermarket located in the Sacramento Area will provide superior support over Alstom TLS.
		Examples provided some complete vehicle overhauls, although none were of LRV's.	Examples provided were of complex sub-system refurbishments on LRV, including one with Sacramento RT for the Communication system for the U2a Vehicles.	Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many project working on Heavy/Commuter Rail.
Financial Capacity		No issues.	No issues. Provided a cost savings to RT of a Parent Company Guarantee as a alternative to the Performance Bond.	Siemens suggestion saved $214K on the proposal cost.

Subsystem Suppliers	5	1) RT rejected the first supplier for the APS because the Supplier "Technologies Lanka" had no experience manufacturing APS units. Alstom later provided a second supplier that RT accepted. 2) Suggested a different Event Recorder than requested in the specifications, (RT did not reject).	All sub-systems met RT's requirements.	RT had concerns with Alstom's decision to pick an unknown, unproven APS supplier that had never designed the most complex sub-system required for the Vehicle refurbishment.
Supplier Experience		Suggested APS Supplier with no experience for the systems proposed to be supplied.	Suggested sub-supplier has been producing similar systems in the Light Rail Industry for many years.	RT would be concerned with Alstom using a sub-supplier that was a 'second choice' by the Proposer.
Manufacturing Capability		RT was concerned about the original APS supplier was relocating and the retention of experienced personnel.	All of the Sub-suppliers selected have proven success with Siemens.	RT would be concerned with Alstom decision of using a sub-supplier that would be relocating at the time of our project.
Part 2 - Referenced Projects:	**3**	Alstom did not include any LRV projects, only heavy rail and commuter rail project provided.	Siemens provided several project all with LRV's. Siemens completed a complex project for RT. Alternate processes were suggested to RT that increased productivity and saved labor costs.	Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many projects working on Heavy/Commuter Rail.
Part 3 - Project Staffing and Experience:	**12**			
Staffing Plan and Resumes		Besides the Project Manager (PM) and the Deputy PM, all of the other disciplines would be hired locally. RT is concerned that the staff hired locally will not have light rail industry experience.	All of the Project team will be provided from within Siemens existing experienced staff. Siemens hired as an expert technical support a former VTA employee that is familiar with the UTDC Vehicles.	RT is concerned that the learning curve with Alstom's staff would affect the project schedule and quality of the work, especially on the first few vehicles/prototypes.

Project Manager		Original PM was rejected for no experience. The PM's resume stated his PM experience in future tense wording. An alternative PM was submitted and based on the resume was accepted by RT. Upon further investigation, RT found that his BS in Electrical Engineering education was from an unaccredited college featured on a 60 Minutes television program.	PM selected has a Masters in Electrical Engineering and has worked on past successful projects including one with RT.	The PM for Siemens had direct experience working with RT and was superior to Alstom's' choice.
Part 4 - Technical Submittal:	**35**			
Approach to Accomplish the Work	9	The responses were vague, most were answered with "Alstom shall be compliant with the requirements of this section". The Excel spreadsheet that Alstom provided at the October negotiations meeting provided very little additional information.	The proposal provided detailed descriptions for each step and Siemen's asked many additional questions during negotiations. Their approach was detailed beyond their proposal.	RT evaluation team concluded that Siemens had a better understanding of the project. RT was very concerned that Alstom did not fully understand of the vehicles and scope of work. Because their proposal was vague, RT could not be confident that Alstom would perform the work for the amount proposed.
		During negotiations Alstom spent little time asking questions or presenting any additional information. Alstom presented alternative solutions to on-going Maintenance tools.	During negotiations Siemens asked many detailed questions regarding work coordination, vehicle workspace and work to be performed off-site at their Facility.	
		Alstom does not possess any tooling or equipment for the project and intends to buy everything.	Siemens manufacturing facility possesses the majority of the tooling needed for the project.	Siemens local facility and having existing tools and equipment is an advantage to RT.
		No Engineering costs were allocated to each vehicle; therefore, there were no allowances for engineering support on a per vehicle basis.	Distributed the Engineering costs throughout the 21 vehicles. RT anticipates that each vehicle will need some custom design solutions.	Vehicles will have some differences that will require engineering support. Siemens Proposal reflects a better understanding of the project needs.

		High risk for Change orders can increase the price post award.	Lower risk of change orders with the proposal.	The lower priced proposal was of higher risk. Siemens proposal was in depth and detailed. Alstom's proposal was vague and it was hard for RT to determine if all the work required was understood and priced accordingly.
		Up-front cost of 20% or $3,000,000 only allows 3 of the 7 LRV's to be completed with ARRA funding.	Up-front costs of $500,000 allows RT to complete the committed 7 Vehicles with the ARRA funds available.	RT believes that Siemens proposal distributed the engineering costs in a more realistic way.
		Training price was higher and they priced each line item as an average of the total price. The Manuals were priced much the same way, 4 out of 5 line items as an average of the total price.	Each bid price was priced individually in accordance with the scope of work.	Siemens proposal is in line with the Engineering estimate. Alstom's method for obtaining each line items pricing does not seem to be based on actual estimates.
Quality Control	5	Other than the PM all QA/QC daily functions will be brought in as new hires locally.	Proposed process is well outlined and established. LRV trained Inspector will be used from their Sacramento facility.	Siemen's approach of using a QA/QC manager who already has experience in the LRV industry will ensure better quality management over Alstom's hiring of a local person with unknown LRV experience.
Compliance with Technical Specifications	8	The Team finds that there is little to evaluate since the proposal had little detail.	The proposal was well written and detailed, many additional issues were brought up during negotiations that provide RT with assurance that Siemens had a complete understanding of the work.	The Team feels that the risk of unanticipated issues would be greatly reduced by selecting Siemens.
Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*				
Auxiliary Power System	3	Second Offer was approved	The Supplier is also being used on Siemens new LRV's.	The team believes that a proven system currently in use by Siemens will provide a better product for RT.
Communications System	3	Proposed same Supplier	Proposed same Supplier	None

Event Recorder System	2	Proposed a different supplier than requested.	Proposed what RT requested.	RT suggested that either Bach-Simpson or Secheron be supplied, Alstom suggested a system unknown to RT.
Project Schedule	5	The project schedule did not start the teardown of any vehicle until 2nd quarter of 2012 at the same time the major sub-systems are scheduled to be procured. No truck assemblies from the last vehicle were considered to be used as floaters.	Siemens approach is to remove the trucks from the last vehicle on the schedule to use as floater components at NTP. Teardown on LRV 1 & 2 would start the next month.	RT believes the Siemens approach allows the most flexibility in components; their decision to teardown the first vehicles at the start also provides a way to find any unforeseen issues. Alstom waiting until the major components are available is more of a risk than Siemens plan to teardown the vehicles right after NTP to allow more time to address unplanned scope earlier in the project.
Price	N/A	Alstom received the maximum allowed points for submitting the lowest price.	Siemens received lower points for submitting the higher priced proposal.	Price points were allocated on a mathematical basis per the RFP.

Evaluation Scoring

Final Offers were requested on January 31, 2012 and after final evaluation and scoring of all Proposals and Final Offers, and completion of a cost analysis, the results are as follows:

Name	Total Score (out of 700 points)	Average Weighted Score
Alstom	523.5	75
Siemens	587	84

The comments from the Evaluators have been consolidated into one document. See Exhibit I and the Report of Summary of Evaluators Scores Exhibit J(Not Included).

Proposal Price Summary

The following page is a summary of the original proposal pricing and the Final Price Proposal. The changes are summarized in the columns titled 'Change'.

Alstom decreased its price by $200,000.00 to reflect RT supplying the Contractor a trailer to house its staff and to reflect a change to the slewing requirements reflected in contract negotiations.

Siemens made several changes to their pricing as a result of negotiations including clarifications of scope, and increases with labor rates and supplier costs due to the length of time from the original price proposal to the request for the Final Offer.

RT later resolved these items with Siemens:

1. RT agreed to a savings of $214,000 by using a Parent Company Guarantee in lieu of a Performance Bond.

2. Siemens willing to use RT's paint booth at no extra costs should shop floor painting permits are not obtainable.

CONTRACT PRICE SUMMARY

			ALSTOM				SIEMENS			
Bid Item No.	TABLE	Description	Nov Bid Price	Final Price	Price per LRV	Change	Nov Bid Price	Final Price	Price per LRV	Change
1	A	Project Schedule and Vehicle Design	$ 3,000,000.00	**$ 2,800,000.00**		Table A	$486,501.00	$ 465,491.00		All figures were changed due to Price increases from Nov to Feb & 2/23/12 - PCG reduced by 214K
2	B	Vehicle Refurbishment	$ 11,601,299.00	**$ 11,577,569.00**		Table B	$18,016,611.90	$ 17,668,804.70		
3	C	Spare Parts	$ 966,926.00	$ 966,926.00			$1,125,939.00	$ 1,153,655.00		
4	D	Special Tools and Diagnostic Test Equipment	$ 46,775.00	$ 46,775.00			$64,888.00	$ 64,585.00		
5	E	Manuals	$ 460,000.00	$ 460,000.00			$217,313.00	$ 240,032.00		
6	F	Training	$ 125,000.00	$ 125,000.00			$83,436.00	$ 83,532.00		
TOTAL CONTRACT PRICE:			$ 16,200,000.00	**$ 15,976,270.00**	**$ 760,774.76**		$19,994,688.90	**$ 19,676,099.70**	**$ 936,957.13**	
Net Difference				($223,730.00)				($318,589.20)		

Bid Price Difference between Alstom & Siemens: (3,699,829.70)

Price Analysis

Evaluation of the final proposal pricing is detailed in an Excel report named "RFP 2010043 Final Pricing Comparison with Engr Est." See Exhibit K.

Both Proposal Prices are within the Engineering Estimate. Cautionary notes include:

- LTK provided estimates based on history of new Vehicle procurements. Since few refurbishments have been completed in the United States, little data is available for comparison.
- LTK cautioned that market prices may differ.
  - Older equipment can be more expensive to maintain over time.
  - Market price for new technology (i.e. communications systems) becomes lower over time.
- A line-by-line comparison is not easily done due to variables in technology. For example the cost of overhauling old systems and outdated technology rises as the equipment ages.
- The cost of technology, such as communication equipment goes down as the market matures.
- LTK's estimate for items such as manuals and training accurately represent true costs.

Table	Description	Summary
A	Project Schedule and Vehicle Design	Alstom's price was $2.3 million higher than Siemens. Alstom included all engineering costs in Table A. Siemens spread engineering costs throughout Table B.
B	Vehicle Refurbishment	1) Some of Siemens line items were higher in part due to distribution of engineering costs allocated throughout the project as opposed to Alstom's method of allocating most engineering costs to Table A Project Schedule and Vehicle Design. 2) Siemens price was higher, but the level of detail and comprehensiveness of its proposal indicates a greater understanding of the scope of work.
C	Spare Parts	Proposer's prices are comparable.
D	Special Tools and Diagnostic Test Equipment	The engineering estimate did not provide complete estimates. Proposer's prices are comparable.
E	Manuals	Siemens price best fit the engineering estimate. Alstom's price was double the price of the engineering estimate and Siemens price. Alstom priced 4 out of 5 line items as an average of the total price.
F	Training	Siemens price best fit the engineering estimate. Alstom's price was higher and it priced each line item as an average of the total price.

Recommendation for Contract Award

Notice of Intent to Recommend Conditional Award of Contract letters were sent to Alstom and Siemens on February 21, 2012.

EXHIBITS

Exhibit A – UTDC Vehicle Refurbishment Project Schedule (Not Included)

Exhibit B – Planholders List (Not Included)

Exhibit C-1 – Contract Negotiations Letters to Alstom dated October 10, 2011 (Not Included)

Exhibit C-2 – Contract Negotiations Letter to Siemens dated October 10, 2011 (Not Included)

Exhibit D-1 – Alstom Negotiation Meeting Sign-in-sheets (Not Included)

Exhibit D-2 – Siemens Negotiation Meeting Sign-in-sheets (Not Included)

Exhibit E-1 – Alstom Final Agenda (Not Included)

Exhibit E-2 – Siemens Final Agenda (Not Included)

Exhibit F-1 – Summary of Negotiations with Alstom (Not Included)

Exhibit F-2 – Summary of Negotiations with Siemens (Not Included)

Exhibit G-1 – Letter Request to Alstom for Final Offers (Not Included)

Exhibit G-2 – Letter Request to Siemens for Final Offers (Not Included)

Exhibit H – Trade-offs for Final Selection (Not Included)

Exhibit I – Evaluation Committee Comments (Not Included)

Exhibit J – Evaluation Scores (Not Included)

Exhibit K – Final Price Comparison

RFP 2010043
UTDC Vehicle Refurbishment Project
Final Pricing Comparison

CONTRACT PRICE SUMMARY

					ALSTOM				SIEMENS				
Item No.	TABLE	Description	Engr Estimate*	Price per LRV	Nov Bid Price	Final Price	Price per LRV	Change	Nov Bid Price	Final Price	Price per LRV	Change	Net Difference
1	A	Project Schedule and Vehicle Design	$4,382,776.33		$ 3,000,000.00	**$ 2,800,000.00**		Table A	$486,501.00	$ 465,491.00		All figures were changed due to Price increases from Nov to Feb & 2/23/12 - PCG reduced by 214K	$ (2,334,509.00)
2	B	Vehicle Refurbishment	**$15,382,666**		$11,601,299.00	**$11,577,569.00**		Table B	$18,016,611.90	$17,668,804.70			$ 6,091,235.70
3	C	Spare Parts	$ 549,800.00		$ 966,926.00	$ 966,926.00			$1,125,939.00	$ 1,153,655.00			$ 186,729.00
4	D	Special Tools and Diagnostic Test Equipment	$ 270,000.00		$ 46,775.00	$ 46,775.00			$64,888.00	$ 64,585.00			$ 17,810.00
5	E	Manuals	$ 257,787.22		$ 460,000.00	$ 460,000.00			$217,313.00	$ 240,032.00			$ (219,968.00)
6	F	Training	$ 93,490.89		$ 125,000.00	$ 125,000.00			$83,436.00	$ 83,532.00			$ (41,468.00)
		TOTAL CONTRACT PRICE:	$20,936,520.44	**$ 996,977.16**	$16,200,000.00	**$15,976,270.00**	**$ 760,774.76**		$19,994,688.90	**$19,676,099.70**	**$ 936,957.13**		$ 3,699,829.70
		Net Difference				($223,730.00)				($318,589.20)			
		Difference from Engr Est.				$(4,960,250.44)				$(1,260,420.74)			

Bid Price Difference between Alstom & Siemens
(3,699,829.70)

*Engineering Estimate was developed from historical figures for new LRV procurements

**Table A was adjusted to moved $ 773,431.00 (costs included in Vehicle Design) to Table B Vehicle Refurbishment

Final Pricing Comparison
Table A

TABLE A - PROJECT SCHEDULE AND VEHICLE DESIGN								
				ALSTOM			SIEMENS	
Milestone	Description	Qty.	Engr. Est.	Nov Bid Price	Final Price	Change	Nov Bid Price	Final Price
A1	Project Schedule, including LRV Baseline Schedule & Design Schedule Submittals	Lump Sum	$515,620.75	$ 300,000.00	$ 250,000.00	Each item lowered based on RT concerns of Front loading. Offered $200,000 price reduction which includes the savings from trailer rental.	$287,561.00	$ 287,462.00
A2	Preliminary Design Review for Vehicle	Lump Sum	$773,431.12	$ 1,500,000.00	$ 1,400,000.00		$66,293.00	$ 57,660.00
A3	Auxiliary System Design Completion	Lump Sum	$515,620.75	$ 200,000.00	$ 190,000.00		$41,850.00	$ 39,531.00
A4	Communication System Design Completion	Lump Sum	$515,620.75	$ 200,000.00	$ 190,000.00		$20,200.00	$ 19,205.00
A5	Event Recorder Design Completion	Lump Sum	$515,620.75	$ 200,000.00	$ 190,000.00		$6,418.00	$ 6,063.00
A6	Final Design Submittal and Approval	Lump Sum	$1,546,862.24	$ 600,000.00	$ 580,000.00		$64,179.00	$ 55,570.00
A7	***Text Deleted***	***Text Deleted***			A1		$ -	$ -
	TOTAL PRICE:		$4,382,776.33	$ 3,000,000.00	$ 2,800,000.00		$486,501.00	$ 465,491.00
	Net Difference				($200,000.00)			($21,010.00)

TABLE B - – LIGHT RAIL VEHICLE REFURBISHMENT PRICE BREAKDOWN									
				ALSTOM			SIEMENS		
Table	TS Section	Description	Engr. Est.	Nov Bid Price	Final Price	Change	Nov Bid Price	Final Price	
B-1	NA	*Note: There is no Table B-1.*							
B-2	Sec 2	Vehicle, Interior, and Exterior		$ 1,280,580.00			$3,514,856.10	$	3,280,695.50
B-3	Sec 3	Truck		$ 921,516.00	$ 897,786.00	B3 # 5/6	$2,619,483.30	$	2,505,455.40
B-4	Sec 4	Miscellaneous Mechanical Equipment		$ 530,880.00			$675,234.00	$	598,500.00
B-5	Sec 5	Auxiliary Power System		$ 1,630,566.00			$2,459,646.00	$	2,466,156.00
B-6	Sec 6	HVAC		$ 1,014,195.00			$1,936,557.00	$	1,961,799.00
B-7	Sec 7	Door System		$ 628,425.00			$640,094.70	$	546,283.50
B-8	Sec 8	Communication System		$ 3,033,450.00			$3,138,618.00	$	3,225,747.00
B-9	Sec 9	Event Recorder		$ 931,602.00			$859,278.00	$	799,575.00
B-10	Sec 10	Miscellaneous Electrical Equipment		$ 1,082,760.00			$1,352,311.80	$	1,561,797.30
B-11	Sec 11	Vehicle Testing		$ 547,325.00			$820,533.00	$	722,796.00
		LTK Estimate from Vehicle Refurbishment Matrix (Less RT furnished Material and Overhauls)	$ 14,609,235.00						
		LTK Estimate adjustment from Table A Design Cost for testing activities	773,431						
		TOTAL PRICE:	$15,382,666	$ 11,601,299.00	$ 11,577,569.00		$18,016,611.90	$	17,668,804.70
		Net Difference			($23,730.00)				($347,807.20)

TABLE E – MANUALS PRICE BREAKDOWN

				Engr Est	Alstom		Alstom Final	Siemens		Siemens Final Offer	
Bid Item	**Unit**	**Description**	**Qty.**		**Unit Price**	**Total Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Lot	Maintenance Manuals	Lump Sum	$ 59,821.80	NA	$ 120,000.00	$ 120,000.00	$70,836.00	$70,836.00	$ 71,349.00	$ 71,349.00
2	Lot	Heavy Repair Manuals	Lump Sum	$ 69,321.80	NA	$ 100,000.00	$ 100,000.00	$68,155.00	$68,155.00	$ 68,648.00	$ 68,648.00
3	Lot	Illustrated Parts Manuals/Catalog	Lump Sum	$ 71,821.80	NA	$ 120,000.00	$ 120,000.00	$65,473.00	$65,473.00	$ 89,856.00	$ 89,856.00
4	Lot	Drawings and Schematics	Lump Sum	$ 56,821.80	NA	$ 120,000.00	$ 120,000.00	$12,849.00	$12,849.00	$ 12,942.00	$ 12,942.00
(Transfer Total Price to Contract Price Summary, Bid Item 5, Table E)			**TOTAL PRICE:**	$ 257,787.22		$ 460,000.00	$ 460,000.00	$	$217,313.00		**$ 242,795.00**

Final Pricing Comparison
Table F

TABLE F – TRAINING PRICE BREAKDOWN

Bid Item	Unit	Description	Engr Estimate	Alstom Total Price	Alston Final N/C Total Price	Siemens Total Price	Siemens Final Total Price
1	Hrs.	Auxiliary Power System	$ 17,798.18	$ 25,000.00	$ 25,000.00	$27,900.00	$ 28,260.00
2	Hrs.	Communication System	$ 18,298.18	$ 25,000.00	$ 25,000.00	$12,540.00	$ 12,696.00
3	Hrs.	Event Recorder	$ 14,612.72	$ 25,000.00	$ 25,000.00	$10,140.00	$ 10,272.00
4	Hrs.	Vehicle Sub-System	$ 20,298.18	$ 25,000.00	$ 25,000.00	$18,960.00	$ 19,200.00
5	Hrs.	Vehicle System Integration	$ 22,483.63	$ 25,000.00	$ 25,000.00	$13,896.00	$ 14,064.00
		TOTAL PRICE:	**$ 93,490.89**	$ 125,000.00	$ 125,000.00	$83,436.00	**$ 84,492.00**

Final Pricing Comparison
Table "Additional Work"

ADDITIONAL WORK

EXTERIOR CARBODY REPAIR
During the course of the refurbishment it is likely that hidden damage or deterioration from rust or corrosion may be uncovered that will require additional repair.

Bid Item	TS Section	Description	Area	Qty.	Alston Final Unit Price	Alston Final Total Price		Siemens Fiani Unit Price	Siemens Fiani Total Price
	2.2.1	Carbody Exterior Body Repair							
1	2.2.1	Carbody Class 1 Body Repair	2 ft X 2 ft	1	$ 145.00	$ 145.00		$ 145.00	$ 145.00
2	2.2.1	Carbody, Class 2 Body Repair	2 ft X 2 ft	1	$ 217.50	$ 217.50		$ 251.00	$ 251.00
3	2.2.1	Carbody Class 3 Body Repair	2 ft X 2 ft	1	$ 362.50	$ 362.50	without frame	$ 655.00	$ 655.00

INTERIOR FLOOR REPAIR
During the course of the refurbishment it is likely that hidden damage or deterioration from rust or corrosion may be uncovered that will result in variable adjustments to the floor and subfloor components.

Bid Item	TS Section	Description	Area	Qty.	Alston Final Unit Price	Alston Final Total Price	Siemens Fiani Unit Price	Siemens Fiani Total Price
	2.2.8	Interior Floor and Subfloor Repair						
1		Floor Class A (Floor coverings show damage, aging and deterioration)	2 ft X 2 ft	1	$ 217.50	$ 217.50	$ 193.00	$ 193.00
2		Floor Class B (Areas show lifting or bubbles)	2 ft X 2 ft	1	$ 217.50	$ 217.50	$ 270.00	$ 270.00
3		Floor Class C (Unknown subfloor damage)	2 ft X 2 ft	1	$ 261.00	$ 261.00	$ 596.00	$ 596.00
4		Subfloor	2 ft X 2 ft	1	$ 1,015.00	$ 1,015.00	$ 596.00	$ 596.00

No Engineering Estimate

ATTACHMENT A
Item Number 3

ALSTOM

TRANSPORT
NORTH AMERICA
ALSTOM Transportation Inc.
1001 Frontenac Road
Naperville, IL 60563
Office: (630) 369-7525
Mobile: (630) 699-5011
e-mail: Jim.Lindsay@transport.alstom.com

May 30, 2012

Via email to mwiley@sacrt.com and US Mail

Sacramento Regional Transit District
Mr. Michael R. Wiley,
General Manager/CEO
1400 29th Street (Box 2110), Sacramento, CA

Re: RFP 2010043, UTDC Light Rail Vehicle Refurbishment
Notice of Intent to Recommend Award of Contract
Response to RT Letter of May 24, 2012 Concerning Protest filed on February 28, 2012

Dear Mr. Wiley,

Thank you for your May 24th letter. This letter serves as notice that Alstom requests the protest continue to the RT Board for decision.

Sincerely,

Jim Lindsay
Vice President and Customer Director

Via email:mnoble@sacrt.com
srobison@sacrt.com

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

May 24, 2012

VIA EMAIL TRANSMISSION ONLY

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment – Notification of the General Manager/CEO's Recommendation
Project File/CN: 2010043

This letter serves as notice of my decision to recommend that the RT Board of Directors, which is the awarding authority, deny Alstom's February 23, 2012 protest of RT Staff's intent to recommend award of the contract for UTDC Light Rail Vehicle Refurbishment to Siemens Industries, Inc. In accordance with RFP Section II, E.10. Further Investigation ofProtest, I opted to seek the services of an independent investigator to further investigate Alstom's protest. Enclosed is a copy of the investigator's report.

Per RFP Section II, E. 11, Alstom has five working days from the date of this letter to notify me that the protest is withdrawn or that Alstom requests the protest continue to the RT Board for decision. If Alstom fails to submit a notice that it desires to continue the protest by Friday, June 1, 2012, the protest will be deemed to be withdrawn.

If Alstom requests the protest continue to the Board for decision, the protest will be heard at the next regular RT Board meeting, on Monday, June 11, 2012 at 6 p.m. in the RT Auditorium. The Board agenda packet will be distributed to Alstom and all interested parties no later than Tuesday, June 5, 2012. Any new comments, evidence or materials that Alstom would like to have included in the agenda packet must be submitted to RT by noon on Monday, June 4, 2012. While Alstom will also have an opportunity to present evidence at the hearing, submission of the materials in advance will allow for an informed discussion and evaluation by the Board, with a view toward prompt resolution of the protest.

Sincerely,

Michael R. Wiley

Michael R. Wiley
General Manager/CEO

Enclosure

Via Email: Jim.Lindsay@Transport.Alstom.com

c: Randall Miller, Director, Procurement Services
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
Sue Robison, Senior Procurement Analyst
RT Legal Department

Regional Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT
SACRAMENTO, CA

INVESTIGATION SERVICES FOR PROCUREMENT PROTEST OF THE UTDC LIGHT RAIL REFURBISHMENT RFP NO. 2010043

MAY 24, 2012

SUBMITTED BY:
RAUL V. BRAVO + ASSOCIATES, INC.
1889 PRESTON WHITE DRIVE, SUITE 202
RESTON, VA 20191
T: 703-326-9092
F: 703-326-9096
E MAIL: CONTACT@RVBA.COM
WWW.RVBA.COM

Table of Contents

Executive Summary

To meet RT's need for additional rolling stock for upcoming Light Rail service expansions, RT took advantage of the availability of surplus equipment from Santa Clara VTA and purchased 21 UTDC Light Rail Vehicles (LRV's) in 2003-4. This acquisition was concurrent with the purchase of 29 identical units from the same fleet of 50 LRV's by Utah Transit Authority (UTA).

All of these LRV's needed midlife refurbishments as well as technical upgrades, and UTA chose to use local funds to move forward with their rehab program. The procurement methodology chosen by UTA for their rehab effort resulted in an increase of 55% in the final value of their contract over the original price.

RT's staff took advantage of the opportunity to study the entirety of UTA's refurbishment program and used the lessons learned at UTA to structure RT's own RFP for this effort. After careful analysis, RT staff determined that of all procurement methodologies allowed under the applicable Federal statutes and local ordinances, the one that provides the best opportunity to reduce the risk of a cost increase on the scale of UTA's is the Best Value approach to contracting.

Following RT Board's approval of the Best Value contracting approach, RT staff completed all necessary documentation and the RFP for the work was issued in May of 2011. From that date forward RT staff practiced strict adherence to the rules governing a Best Value procurement.

Proposals were received by RT from two contractors and the requisite steps of negotiations, communications and Final Offers were followed as prescribed by the Governance of Best Value. Scoring of the Final Offers by RT staff resulted in the selection of Siemens as the preferred Proposer for recommendation of award of the contract.

Upon receipt of RT's notice of the selection of Siemens, the other Proposer (Alstom) immediately filed a protest within the guidelines of the procurement. Multiple exchanges of letters between RT and Alstom ensued, and a face-to-face meeting was held in hopes of resolving the Protest.

These exchanges between RT and Alstom did not result in a resolution of the Protest, so RT chose to issue an RFQ seeking the services of an independent outside reviewer to study the documentation of the procurement, its adherence to required Governance and to issue a recommendation on how to proceed.

The findings of the Study are that RT has carefully adhered to the Governance requirements of Best Value procurements and RT staff has methodically administered this RFP process in its execution. There are no issues raised within the Alstom Protest that justify overturning the Staff recommendation for award to Siemens.

Purpose

The consulting firm Raul V. Bravo + Associates, Inc. (RVB+A) is to analyze: the protocol followed by RT's staff in the evaluation of Proposals submitted by the proposers; the observance of governing directions included within the Federal Transit Administration's and other relevant Governing Manuals; and the issues raised in Alstom's protest letter and supplemental submissions. Alstom's submissions were filed in response to the Sacramento Regional Transit Districts' determination that Siemens Industry, Inc.'s Proposal submitted in response to RFP No. 2010043 was most advantageous to the District.

Based upon that analysis, the consultant is to provide its findings. These findings may be considered a recommendation as to how to proceed.

Background

In 2003, RT acquired 21 UTDC Light Rail Vehicles (LRVs) from Santa Clara Valley Transportation Authority (VTA). These vehicles were originally placed into service at VTA starting in 1987 and were due for a routine midlife refurbishment at the time of their purchase by RT. In addition, they required necessary technical modifications to ensure their compatibility with the infrastructure of RT's light rail system and compliance with the Federal Americans with Disabilities Act (ADA).

RT was fortunate that its acquisition of these vehicles from VTA coincided with Utah Transit Authority's (UTA) simultaneous purchase of the balance (29 cars) of VTA's older fleet of 50 UTDC LRV's. The availability of significant local funding sources allowed UTA to forgo the time consuming processes required to secure Federal allocations, so UTA was able to quickly push ahead with the refurbishment of their UTDC equipment. Lessons learned from the UTA program were studied by RT's staff and served as a directly relevant test lab for the subsequent development of RT's refurbishment program.

The lessons from the UTA rehab were blended in with the professional experience gained by two of RT's key in-house personnel who were directly involved in commissioning and maintaining the UTDC cars when they were received and operated at VTA. This combination of experiences lead to the decision to hire LTK Engineering to inspect the UTDC cars at RT and to then develop the technical specification for the rehabilitation of those cars. Lessons from the UTA program also served to demonstrate to RT Staff and Management that the procurement methodology that would provide the greatest potential for a successful cost-effective rehabilitation of the UTDC cars would be the Best Value approach provided for in the existing Federal, and State statutes and local ordinances that govern the funding streams to be used to pay for the work.

Key milestones that flowed from the adoption and application of the Best Value methodology were as follows:

July 2010 - RT completes Peer Review of UTA's UTDC Refurbishment Program:

- Development of Technical Specification by LTK begins,
- Development of Commercial Terms and Special Provisions for the RFP begins.

March 2011 - RT Management formally recommends, and RT Board officially approves, Best Value procurement approach to managing UTDC LRV refurbishment.

May 19, 2011 - Technical Specification, Commercial Terms and Special Provisions completed and RFP issued.

June 1, 2011 - Pre-Proposal Meeting and first official viewing of UTDC vehicles by prospective proposers held at RT's Metro Heavy Repair Facility site.

June 13, 2011 - Second site visit by prospective proposers to inspect UTDC vehicles

July 12, 2011 - Third site visit by prospective proposers to inspect UTDC vehicles.

Multiple dates - RT issues RFP Addenda and Letters of Clarification, responds to written questions from RFP Planholders.

September 8, 2011 - Proposals received from Alstom and Siemens. Copies of the Technical Sections of the two Proposals are distributed the same day to RT Proposal Evaluation Committee members, including instructions for them to follow in independently preparing their scoring of the Technical portions of the two Proposals. Prices were not opened and were kept separate and under seal by RT Procurement.

September 16, 2011 - RT Proposal Evaluation Committee meets to begin group discussions of scoring sheets for Technical Proposals and the documentation of individual evaluation comments by members.

September 16, 2011 - Price Proposals opened and total scores compiled for Alstom and Siemens, both of whom are determined to be within the competitive price range as established by the LTK estimate.

October 10, 2011 - Letters of invitation sent to both firms inviting them to participate in separate face-to-face negotiations with RT, scheduled for October 27 and October 28, 2011. Letters included lists of items to be discussed on those dates.

October 27, 2011 - Negotiations held between RT and Alstom.

October 28, 2011 - Negotiations held between RT and Siemens.

These negotiation meetings were followed up by written exchanges between RT and the Proposers to secure clarifications and the refinement of their respective offerings, to the extent permitted under the Governance of this procurement. These exchanges continued until the individual Proposers sought no further answers or clarifications from RT.

November 4, 2011 - Final submittal of clarifications received from Alstom in response to issues raised during Negotiations.

January 27, 2012 - Final submittal of clarifications received from Siemens in response to issues raised during Negotiations. It should be noted here that this additional time is a direct reflection of the extensive and thorough level of investigation sought by Siemens to ensure clarity in its understanding of the work product necessary to meet the needs of RT for this refurbishment program. The staff did not lead Siemens into this deeper discussion; it was a result of initiatives taken by Siemens as provided for within the Governance of a Best Value procurement.

January 31, 2012 - Final Offers are requested from both Alstom and Siemens, with a due date of February 8, 2012.

February 8, 2012 - Final Offers received from both Proposers by RT.

February 10, 2012 – RT Proposal Evaluation Committee begins independent scoring of Final Offers.

February 15, 2012 - RT Proposal Evaluation Committee members meets to begin group discussions of scoring sheets for Final Offers and documents their comments. Members make a determination that Siemens was found overall to be the most advantageous proposal to RT.

February 21, 2012 - Notice of Intent to Recommend Conditional Award of Contract letters were sent to Alstom and Siemens, with the Recommendation of Contract Award to Siemens.

February 23, 2012 - Letter of Protest received from Alstom.

February 28, 2012 - RT sends Preliminary Response to Alstom and notifies Siemens of Alstom's Protest.

March 8, 2012 - RT meets with Alstom to discuss and attempt to resolve the protest, as called for in the protest procedure.

March 13, 2012 - Alstom submits letter to RT seeking further consideration of their Protest of the RT Staff decision and requesting a copy of the documents that RT relied upon to make its recommendation.

March 20, 2012 - RT agrees to release requested documents to Alstom. A copy of the same documents was simultaneously sent to Siemens, along with a copy of the Alstom Protest correspondence. All of these documents were transmitted to both Proposers on March 22, 2012.

March 23, 2012 - RT issues Request for Quote (RFQ) for consulting services to perform an independent investigation of Alstom's procurement protest.

April 5, 2012 - Alstom submits letter to RT in response to RT's letter of March 20, 2012 concerning the Protest filed on February 23, 2012. Letter requests reconsideration of multiple points of RT's scoring and evaluation and disputes RT's conclusions leading to RT's Recommendation of Siemens.

April 24, 2012 - RT notifies RVB+A of its selection to provide consulting services in investigation of Alstom's protest and issues Notice To Proceed.

April 26, 2012 - RT holds consulting services project kickoff meeting with Gary Hallman of RVB+A.

May 25, 2012 - Due date for RVB+A's summary report to RT.

Relevant Documents Reviewed

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
RFP No. 2010043 + Addenda #'s 1,2&3, including Protest Procedures	Sacramento RT	All Sections	Thorough, complete and carefully documented	Complied with governing laws, ordinances, policies and procedures
Alstom Proposal submitted September 8, 2011	Alstom Transportion Inc. (sic)	All Sections	Thoroughly reviewed with documented comments	Alstom responded with a proposal that was more appropriate for a Lowest Cost Technically Compliant Procurement, not a Best Value Procurement
Siemens Proposal submitted September 8, 2011	Siemens Industry, Inc. Mobility Division	All Sections	Thoroughly reviewed with documented comments	Siemens Proposal was in conformance with a Best Value Procurement
RT summary of Proposal, negotiations and related materials from Alstom	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	Alstom documentation is significantly less detailed than what was provided by Siemens. RT evaluators determined that it did not demonstrate a clear understanding of the details of the work necessary to fulfill the contract within RT's budgetary estimate
RT summary of Proposal, negotiations and related materials from Siemens	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	RT's evaluators determined that Siemens' documentation demonstrated a clear and detailed understanding of the scope of work that is necessary to fulfill the contract within RT's budgetary estimate, particularly in comparison to the Alstom documentation
Final Offer submitted by Alstom on February 8, 2012	Alstom Transportation Inc.	All Sections	Thoroughly reviewed with documented comments	Alstom's Final Offer was not judged to have sufficiently enhanced the quality and clarity of their initial Proposal

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
Final Offer submitted by Siemens on February 8, 2012	Siemens Industry, Inc. Mobility Division	All Sections	Thoroughly reviewed with documented comments	Siemens' Final Offer was judged by RT evaluators to be providing much greater clarity than Alstom's Final Offer & Proposal to all elements of work that can reasonably be defined at this stage in the process.
Initial Proposal Evaluation Forms	Sacramento RT Evaluation Committee members	All Sections	Thoroughly reviewed with documented comments	All Committee Members provided complete scoring and related supported commentary
Final Proposal Evaluation Forms	Sacramento RT Evaluation Committee members	All Sections	Thoroughly reviewed with documented comments	All Committee Members provided complete scoring and related supported commentary
Materials submitted in connection with Protest	Alstom Transportation Inc.	Letters dated February 23, March 13 & April 5, 2012	Reviewed and responded to in compliance with RT Procurement Policy Manual	Face-to-face meeting held with Alstom at RT offices on March 8, 2012 to discuss Protest
FTA Circular 4220.1F	Federal Transit Administration	All Sections	Full Compliance	Provides legal basis for authorizing various types of Federally funded procurements, including Best Value
FTA Best Practices Procurement Manual, Section 4.5.5.2	Federal Transit Administration	Section 4.5.5.2, Request for Best and Final Offer	Full Compliance	RT was satisfied that it had received the level of clarity and detail that was achievable with both Proposers within the Governance provided by the rules of this procurement
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Section 1.203: Request for Proposals	Full Compliance	Established the minimum RT requirements for information to be provided by Proposers within RFP No. 2010043

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Section 1.406: Negotiated Procurement	Full Compliance	Provided local agency basis for RT Board authorization of Negotiated Procurement through RFP No. 2010043
Sacramento RT Administrative Code, Title 1 - Procurement Ordinance	Sacramento Regional Transit District	Article VI: Bid/Proposal Protest Procedure	Full Compliance as of the date of preparation of this document (5-24-2012)	Provided Governance for RT staff administration of this protest procedure
Sacramento RT Procurement Policy Manual issued December 30, 2009	Sacramento Regional Transit District	Chapter 8 - Competitive Proposal Contracts	Full Compliance	Provided Governance for RT Staff administration of FTA Policies and RT Administrative Codes for RFP No. 2010043
Sacramento RT Procurement Policy Manual issued December 30, 2009	Sacramento Regional Transit District	Chapter 15 - Cost and Price Analysis	Full Compliance	Consulting firm LTK was retained to provide a technical specification as well as a price estimate prior to the issuance of RFP No. 2010043. Both Proposers submitted Final Offers within the range of LTK's price estimate
Procurement Review of UTDC Light Rail Vehicle Refurbishment RFP 2010043	Sacramento Regional Transit District	This was a review/recap of the entire procurement	This document was prepared by RT staff as an overview for internal use	This document was not required under the Governance of Best Value procurement.

Discussion

The UTDC LRV refurbishment program at UTA has been of benefit to RT in that the efforts in Utah provided a test bed for gaining valuable insights into what should be the most successful approach to follow for RT's own refurbishment program. It is clear from studying RT's RFP for this refurbishment that the lessons-learned at UTA were both understood and applied in the structuring of RFP No. 2010043.

UTA's refurbishment program was substantially complete by early 2010, to such an extent that RT staff was able to define their program plan secure in their knowledge of the direction that needed to be taken. Consulting firm LTK was then hired to inspect the UTDC cars at RT and to subsequently prepare the technical specification that was incorporated into the RFP.

LTK then used this knowledge, plus the lessons learned from the UTA program, to prepare the price estimate benchmark for RT's refurbishment. The vendor pricing proposals received by RT for this procurement are both within the LTK estimate of $20,936,520.44 for this scope of work. This fact supports the validity of RT's approach.

The total score possible was 100 points from each evaluator, with 60 points available for the technical portion and 40 points maximum for the lowest total price.

FINAL OFFERS	Possible Points	Alstom	Siemens	Point Difference
Part 1 - The Firm	70	43.5	62.5	19.00
Part 2 - Referenced Projects	21	14.5	15.5	1.00
Part 3 - Project Staffing & Experience	84	26.5	79	52.50
Part 4 - Technical Submittal	245	159	206	47.00
Part 5 - Price Proposal	280	280	224	-56.00
Total:	700	523.5	587	63.50

As noted in the list of events provided in the Background section of this study, Alstom filed its Protest Letter on February 23, 2012. Multiple issues about RT's processes and conclusions were contained within that Protest Letter. A detailed reply to Alstom's letter of February 23rd was transmitted to Alstom from RT on February 28, 2012, over the signature of Mr. Mike Mattos, RT's Chief of Facilities and Business Support Services. Alstom's allegations were determined to lack merit by Mr. Mattos, but he offered Alstom a face-to-face meeting for further discussion in an attempt to resolve the protest.

Following the March 8th face-to-face meeting, Alstom submitted a Letter on March 13, 2012 supplementing its grounds for protest and requesting a copy of the documents that RT relied upon to make its recommendations. The specific points of Protest stated in Alstom's March 13th Letter are copied directly from that document and are shown in italics below, followed by this Study's response to each allegation as viewed through the language of the Regulations, Ordinances and Policies & Procedures that govern this Best Value procurement:

1.) *RT's conclusion regarding Alstom's refurbishment experience was not based upon objective criteria;*

Alstom does have more overall railcar refurbishment experience than Siemens. However, Siemens Proposal demonstrated a clearer understanding of the details of the work that will be necessary to deliver against this RFP. This clearer understanding by Siemens provided greater confidence to RT's evaluators that the price submitted by Siemens is reasonable and will be less subject to change orders resulting from the types of discoveries that typically occur in refurbishment projects. It should be noted that when UTA conducted its refurbishment of its UTDC cars, they opted to accept a much less detailed work scope definition from their Proposers than RT has for this RFP, and the UTA program experienced an overall cost increase of 55% above the initial bid/contract price. Such a percentage increase in the cost of RT's program would require overall funding of more than $31 million dollars, versus the current LTK estimate of just over $20 million.

2.) *RT's conclusions regarding potential deficiencies in Alstom's cababilities (sic) were incorrect;*

RT's Evaluation Committee did not conclude that Alstom lacks the corporate capabilities to perform refurbishment work. Under the Governance of this RFP, the Evaluation Committee must base its ratings upon what is presented to them within the confines of a response to the RFP for this project. Siemens Proposal demonstrated a stronger understanding of the work scope for this project, thereby providing greater detail in support of their proposed pricing than did Alstom.

3.) *RT's interpretation of the results of negotiations was capricious;*

Thorough review of the Proposals and Final Offers submitted by both Proposers and the documentation of RT's negotiations with both Alstom and Siemens does not support an allegation of capriciousness in RT's conclusions. Governance of this procurement specifically forbids RT from leading a Proposer to ways of improving their offer. Under the rules of Best Value, it is incumbent upon the Proposer to take the initiative to seek clarification of details not provided by the RFP. This pursuit of clarity was comparatively significant in favor of Siemens when reviewing the competing Proposals, Negotiation Documents and Final Offers.

4.) *Results of the Application of the mathematical price calculation are questionable;*

It must be noted that Alstom submitted this question before they had access to the pricing contained within Siemens Final Offer. Application of the price calculation formula contained within the RFP to Siemens Final Offer results in an adjustment of 3 points (out of a possible 700 total points). This adjustment does not alter the final scoring sufficiently to change the outcome of the Staff recommendation.

5.) *The evaluation process, even if properly applied, led to a result that is not most advantageous;*

This review supports the position that the evaluation process was applied in strict conformity to the Best Value Governance for this RFP and that RT benefitted from the Best Value approach. The challenges associated with seeking additional funds make it a necessity that RT select the contractor whose proposal provides the RT with the greatest confidence that it's pricing is based upon a clear understanding of the work that is to be done. Experience with refurbishments teaches that issues not evident at the time of a contract award will likely occur. In favoring the proposal submitted by Siemens, RT Staff is seeking to protect the Best Value for their available dollars by selecting the Proposer that has demonstrated the deepest understanding of the necessary work scope, thereby reducing the risk associated with the areas of work that will be subject to further discovery.

Following review of the documentation supplied to them by RT on March 22nd, Alstom submitted a letter on April 5th containing additional points of disagreement with RT's conclusions. A review of the items contained within Alstom's table of issues in this letter finds them to be relatively minor in terms of their financial impact upon the overall cost of this refurbishment program, and not significant enough to offset the difference in the scoring of the Technical Proposals submitted by the two competitors - even if all of the items were to somehow be found to be correctly and fairly claimable to the benefit of Alstom's score for their Final Offer.

In fact, almost all of the items listed in Alstom's letter of April 5th are clarifications proposed by Siemens to generate cost savings to RT and are a direct reflection of Siemens detailed approach to gaining understanding and definition of the scope of work before submitting their Final Offer to RT. The choice by Alstom to not seek such additional clarifications and value enhancements within their submittals to RT was their own decision and, under the rules of Best Value as correctly administered by RT, the opportunity was fully open and available to them.

Findings

This study finds that in their administration of RFP No. 2010043, the Staff of RT has been thorough and fair in following procedures and practices in all areas. The study finds no areas of concern and believes that the Conclusions and Recommendations arrived at through the RFP process are sustainable and defendable under the rules governing this Best Value procurement.

ATTACHMENT A
Item Number 5

TRANSPORT
NORTH AMERICA
ALSTOM Transportation Inc.
1001 Frontenac Road
Naperville, IL 60563
Office: (630) 369-7525
Mobile: (630) 699-5011
e-mail: Jim.Lindsay@transport.alstom.com

April 5, 2012

Via email to mwiley@sacrt.com and US Mail

Sacramento Regional Transit District
Mr. Michael R. Wiley,
General Manager/CEO
1400 29th Street (Box 2110), Sacramento, CA

Re: RFP 2010043, UTDC Light Rail Vehicle Refurbishment
Notice of Intent to Recommend Conditional Award of Contract
Response to RT Letter of March 20 Concerning Protest filed on February 28, 2012

Dear Mr. Wiley:

Thank you for your March 20th letter indicating you were in the process of deciding how to proceed following Alstom's protest. Thank you also for the documents that you made available to us on March 22, 2012. After careful review of those documents: specifically the evaluation forms and comments, and Siemens initial and BAFO proposals, Alstom would like to draw your attention to the following points, which we feel deserve further consideration.

The Siemen's proposal confirms that like Alstom, Siemens has manufactured over 1,000 new LRVs. However, in contrast to Alstom's experience of having completed over 3,000 vehicle overhaul & modernizations, Siemens fails to reference, and we believe has yet to perform, one complete vehicle overhaul. Instead Siemens references only upgrades and replacements at a sub-system level, in four contracts valued in total at less than half of their price for the Sacramento RT LRV overhaul. It appears that the evaluation committee did not factor into their assessment the difference in scope and complexity associated with doing a complete vehicle overhaul, the commonality of skills required in overhauling any vehicle type, or the differences in those skills required to perform an overhaul to those required for a new build. In short the evaluation committee does not appear to have taken into account Siemens' lack of experience in the field of complete vehicle overhaul

In addition to Siemens price being 24% or $4million higher than Alstom, Siemens has proposed transfer of scope which was included in Alstom's lower price offer, from Siemens to RT. It would appear that the evaluation committee has not taken into account in its scoring any of the cost or risk associated with the scope changes proposed by Siemens. In particular, the changes tabled below increase RT's total

project cost by requiring RT to furnish materials and additional equipment, and to use RT's own labor to perform overhaul activities:

	RT RFP Section & page	Siemens BAFO page	Scope Transfer
•	Tech. Spec 1.4 page 227	Tech. Submittal p12	1.4.1 Siemens shifts responsibility for cleaning cars to RT
•	Tech. Spec 1.4 page 227	Tech. Submittal p13	1.4 RT to provide 1 set of lifting jacks
•	Tech. Spec 1.4 page 227	Tech. Submittal p14	1.4.7 Siemens can borrow parts from RT and requires 1 car to be stripped of parts
•	tech spec. 2.2.1 RFP p235	Tech. Submittal p16 & BAFo action tracker p	Siemens plan to do paint on shop floor (additional permits required, different choice of paint is hazardous - health risk
•	Tech spec. 3.2.7 p245	Tech. Submittal p24	RFp requires vertical stops to be paid by contractor, Siemens require RT to pay
•	Tech spec. 3.2.13 p247	Tech. Submittal p25	RT requires contractor to replace all broken axles, Siemens limit liability to 25% replacement, above which RT would be responsible for the extra cost
•	Tech spec. 6.2.2.1 p269	Tech. Submittal p36 & BAFo action tracker p10	RT requires contractor to replace all broken floor heaters, Siemens limit liability to 25% replacement, above which RT would be responsible for the extra cost
•	Cdrls	BAFO tracker p9	RT agrees to allow Siemens not to deliver 27 Cdrls

For the higher price Siemens has offered, Siemens has also required commercial terms that would increase RT's risk compared to RFP requirements and Alstom's offer. Specifically, the terms are tabled below:

GC #	GC Provision	Risk Transfer noted from BAFO Tracker
GC17	Termination for convenience	Siemens asked for and RT accepted to include payment for long lead time orders (includes Siemens internal order for APSE)
GC20	Indemnification	RT not released for any liability related to professional services
GC49	Performance Bond	RT accepts a parent company guarantee instead of a performance bond or letter of credit.
GC50	Warranty	RT agrees Warranty period limited as final acceptance shortened to start of revenue service (risk for non-performance transferred to RT if they start to use the cars)
SC22	Progress payments	Siemens requires that they propose new payment terms once awarded the contract (BAFO page 81 Section 16: project schedule, see also BAFO negotiation tracker page 129)

Finally, in addition to the higher price, reduced scope and increased risk that Siemens offers, the schedule Siemens requires means that the cars are going to be delivered 60 days later than the RFP required and later than Alstom committed to. The schedule shift will delay RT's ability to get the full complement of vehicles into service.

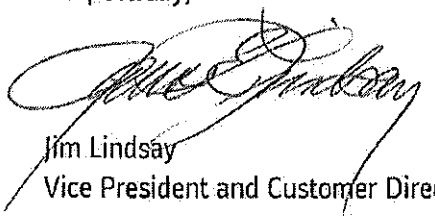
Both proposers are technically compliant as indicated by an invitation to participate in the BAFO. Additionally, the approach to performing the work that Siemens made in its proposal is similar to the approach Alstom suggested in its presentation on October 27th.

From the BAFO comments shared by the evaluation team, the most consistent and commonly shared explanation for why RT is willing to pay so much more for less, are that Siemens is a local company. This requirement, which is not stated anywhere in the RFP, nevertheless seemed to permeate the decision making.

Although RT may have budgeted $21 million for the overhaul, we understand this project is currently only partially funded. Funding provided by the State to RT has been reduced. Although the project is approved for PTMISEA funding, there is still $14 million to be secured. Contracting the overhaul at the price offered by Alstom rather than the price proposed by Siemens would enable the State of California to fund other deserving projects or reduce the state's financing requirements.

Alstom believes that, if RT's management were to consider these factors, it would reject the Staff's recommendation. If RT maintains its intent to award the contract to Siemens, Alstom reserves the right to supplement this letter, and the documentation provided to RT in connection with the protest, in order provide a detailed analysis of the materials RT provided on March 22. In accordance with instructions provided by Ms. Robison, Senior Procurement Analyst, this letter has been submitted electronically, with an original to follow by US mail.

Respectfully,



Jim Lindsay
Vice President and Customer Director

Via email: mnoble@sacrt.com
srobison@sacrt.com

ATTACHMENT A
Item Number 6

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

March 22, 2012 VIA UNITED PARCEL SERVICE

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment - Response to Alstom's Request for Further Consideration of Protest filed on February 28, 2012 – Documents Released
Project File/CN: 2010043

As a follow-up to my correspondence to you dated March 20, 2012, RT is making available to you the documents that you requested on March 13, 2012. Specifically enclosed are: redacted evaluation forms and comments from the written proposals dated 9/16/11, redacted evaluation forms and comments from the Final Offers dated February 15, 2012. Also enclosed is Siemens' original proposal dated September 8, 2011 and Siemens' Final Offer dated February 7, 2012 (contains the Summary of Contract Negotiations, Exceptions to Commercial terms, and Siemens' final pricing).

Sincerely,

Michael R. Wiley

Michael R. Wiley
General Manager/CEO

Enclosures

c: Mike Mattos, Chief of Facilities and Business Support Services
Randall Miller, Director, Procurement Services
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
Sue Robison, Senior Procurement Analyst
RT General Manager/CEO File
RT Legal Department

Regional Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT
PROCUREMENT SERVICES/CONTRACT ADMINISTRATION

PROPOSAL SUMMARY SHEET

Project Title:	**UTDC Light Rail Vehicle Refurbishment**
Project Number (CN):	**2010043**
RFP Release Date:	**May 19, 2011**
Proposal Due Date/Time:	**September 8, 2011 at 2:00 p.m.**
Project Manager:	**Laura Espinoza, Maintenance Superintendent - Light Rail**
Procurement Analyst:	**Sue Robison, Senior Procurement Analyst** **Colleen Elder, Materials Management Superintendent**

	FIRMS →	1	2
		Alstom	Siemens
	Letter of Transmittal	✓	✓
V-1	Pricing Form (Separately Sealed)	✓	✓
V-2	Bid Bond (Separately Sealed)	✓	✓
V-2B	Irrevocable Letter of Credit (Separately Sealed)	—	—
V-3	Receipt of Addenda	✓	✓
V-4	Interests and Gratuities Certification	✓	✓
V-5	Campaign Contribution Disclosure Form	✓	✓
V-6	Certification Regarding Organizational Conflicts	✓	✓
V-7	Certification Regarding RT's Form of Agreement	✓ - yes	✓ - Yes
	Exceptions? (Yes/No)		
V-8	List of Principles and Officers	✓	✓
V-9	FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		
V-10	FTA Certification of Restrictions on Lobbying	✓	✓
V-11	Certification Regarding Clean Air Act and Federal Water Pollution Control Act	✓	✓
V-12	FTA Buy America Certificate – Rolling Stock	✓ (A)	✓ (A)
V-13	Certificate of Compliance with Drug & Alcohol	✓	✓

Submittals Opened/Read By:	Sue Robison
RT Witness:	

Date Opened:	9/8/11
Budget/Estimate:	$21m

Comments: Alstom $16,200,000 opened on 9/16/11
Siemens 19,994,688.90 Sue Robison

RFP Title: UTDC Light Rail Vehicle Refurbishment
RFP No.: 2010043
Date: September 8, 2011

WRITTEN EVALUATIONS

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	elected to not score		
3	Part 2 - Referenced Projects			
12	Part 3 - Project Staffing & Experience			
35	Part 4 - Technical Submittal			
40	Part 5 - Price Proposal			
	Totals	**0**	**0**	
	Rank			NA

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	6	9	
3	Part 2 - Referenced Projects	1	3	
12	Part 3 - Project Staffing & Experience	4	11	
35	Part 4 - Technical Submittal	26	31	
40	Part 5 - Price Proposal	40	32	
	Totals	**77**	**86**	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	2	2	
12	Part 3 - Project Staffing & Experience	6	12	
35	Part 4 - Technical Submittal	23	28	
40	Part 5 - Price Proposal	40	32	
	Totals	**78**	**83**	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	9	9	
3	Part 2 - Referenced Projects	3	1	
12	Part 3 - Project Staffing & Experience	8	10	
35	Part 4 - Technical Submittal	28	30	
40	Part 5 - Price Proposal	40	32	
	Totals	**88**	**82**	
	Rank	1	2	Alstom

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	2	3	
12	Part 3 - Project Staffing & Experience	6	11	
35	Part 4 - Technical Submittal	22	28	
40	Part 5 - Price Proposal	40	32	
	Totals	**77**	**83**	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	8	
3	Part 2 - Referenced Projects	2	1	
12	Part 3 - Project Staffing & Experience	7	10	
35	Part 4 - Technical Submittal	24	26	
40	Part 5 - Price Proposal	40	32	
	Totals	**80**	**77**	
	Rank	1	2	Alstom
Possible Points	[redacted]	**Alstom**	**Siemens**	
10	Part 1 - The Firm	7	8.5	
3	Part 2 - Referenced Projects	3	2	
12	Part 3 - Project Staffing & Experience	3.5	11	
35	Part 4 - Technical Submittal	23.5	27.5	
40	Part 5 - Price Proposal	40	32	
	Totals	**77**	**81**	
	Rank	2	1	Siemens
Possible Points	[redacted]	**Alstom**	**Siemens**	
10	Part 1 - The Firm	8	9	
3	Part 2 - Referenced Projects	3	2	
12	Part 3 - Project Staffing & Experience	6	12	
35	Part 4 - Technical Submittal	20	30	
40	Part 5 - Price Proposal	40	32	
	Totals	**77**	**85**	
	Rank	2	1	Siemens
	OVERALL TOTAL	554	577	
	AVE. WEIGHTED	79.14	82.43	
	AVE. RANK	1.25	1.00	

Highest Ranked: Siemens
Second Ranked: Alsom

The Evaluation Committee met on September 16, 2011 to discuss the proposals and turn in their scores. Sealed price proposals were opened and price scores added to the Evaluator's scores. The scores for the 2 firms are very close and both firms were determined to fall within the competitive range. The group decided it would be futile to hold oral presentations and that time would be better spent on on entering directly into negotiations with both firms.

Prepared By: Sue Robison
Procurement Services/Contract Administration

WRITTEN PROPOSAL EVALUATION
COMPILED FROM THE SELECTION COMMITTEE'S COMMENTS

SIEMENS

Strengths
Very well thought out proposal
Very thorough, great attention to detail
Sole experience is in light rail

Part 1A
The firm manufactures/retrofits LRV's and some heavy rail cars
Has financial capacity
Part 2 Subsystem suppliers – adequate experience and performance stated
Referenced projects – meet all requirements and stated that they were completed on time/on budget/ no claims.
Part 3 strong management team with extensive experience and educational background. Tech advisor Mr. Eichten is a former VTA employee during the time the UTDC vehicles were there.
Part 4 – well thought out approach, encompassing virtually all aspects (major/minor) of the project and processed to accomplish them
Detailed description for all aspects of the refurbishment. How the work is understood to be accomplished and identifies areas of potential delay (lack of spare parts, etc)
Very well thought out approach to the project with detailed data addressing all aspects and requirements of the ITB. Backed by a strong PM team and local staff/engineering resources. This is a strong proposal.

Weaknesses
Price is higher

ALSTOM

Strengths
Sufficient financial capacity

Weaknesses
Part 1A
Heavy rail manufacturing/maintenance/post sale support – no description of background/experience
Proposal lacked detailed information
Referenced projects are all heavy rail or subway vehicles
No references to any LRV work of this scope/extent
PM has not ever managed a staff of diverse professionals for a project of this magnitude
Overall staffing seems to be marginal in education or relevant experience
Detailed information on experience on resumes isn't there
Very basic approach to the work
APS - No reference to any other installations of this type for vehicle system loads nor for LVPS systems
Project schedule – submittal is very global snapshot, lacking in details for major activities like truck rebuild, etc.
Overall vague submittal lacking in depth of detail or specifics
Many unanswered questions
Fails to adequately address requirements of the spec.
PM team is light on experience or education for a project of this complexity. No degrees in electrical, mechanical engineering

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	3
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	8
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	37

771,428
16,200,000

EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:		
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	40
Sub-Total **PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	✓
TOTAL **TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9/16/11 (Date) [redacted] (Signature)

Strengths/Weaknesses: *ALSTOM*

PART 1 A - HEAVY RAIL MANUFACTURING / MAINTENANCE / POST SALE SUPPORT - NO DESCRIPTION OF BACKGROUND / EXPERIENCE RELEVANT TO THIS REFURBISHMENT PROJECT.

SUFFICIENT FINANCIAL CAPACITY.

1 B - PROPOSAL LACKED DETAILED INFO AS REQUIRED BUT APPEARS THAT SUB'S ARE ADEQUATELY REQUIRED.

PART 2 - REFERENCED PROJECTS ARE ALL HEAVY RAIL OR SUBWAY (MARRIED PAIR) VEHICLES. NO REFERENCES TO ANY LRV WORK OF THIS SCOPE / EXTENT - AGAIN ALL REQUIRED INFO NOT PROVIDED - CONTRACT & AMOUNTS START / FINISH, SUB SYSTEM QUANTITIES, PROJECT QUALITY NOT INCLUDED.

PART 3 - STAFFING - PM HAS NOT EVER MANAGED A STAFF OF DIVERSE PROFESSIONALS FOR A PROJECT OF THIS MAGNITUDE (NO DEGREE) OVERALL STAFFING SEEMS TO BE MARGINAL IN EDUCATION OR RELEVANT EXPERIENCE / BACKGROUND. DETAILED INFO OF EXP. ON RESUMES ISN'T THERE.

PART 4 -

A. APPROACH - VERY BASIC W/OUT DETAILED INFORMATION - IE TRUCK DISASSEMBLY / NDT INSPECTION / REASSEMBLY IS NOT ADDRESSED IN NARRATIVE.

B - QC.

C - PROPOSAL STATES COMPLIANCE W/ALL ASPECTS OF THE SPEC.

D - AUX PWR SYSTEM - ONLY PROVIDED THIS INVERTER FOR HVAC SYSTEMS ON R160 CARS - NO REFERENCE TO ANY OTHER INSTALLATIONS OF THIS TYPE OR VEHICLE SYSTEM LOADS NOR FOR LVPS SYSTEMS.

Strengths/Weaknesses: *ALSTOM*

COMM SYSTEM - SAME SUB "INTERMIA" AS OTHER PROPOSAL

EVENT RECORDER - DESCRIPTION OF THE EVENT RECORDER WAS/IS NOT PROVIDED - PROPOSAL STATES THAT INFO TO BE PROVIDED @ TIME OF FINAL INTERVIEWS

& PROJECT SCHEDULE - SUBMITTAL IS A VERY GLOBAL SNAPSHOT, LACKING IN DETAILS FOR MAJOR ACTIVITIES LIKE TRUCK REBUILD ETC. ..

OVERALL - VERY VAGUE SUBMITTAL - LACKING IN DEPTH OF DETAIL & SPECIFICS MANY UNANSWERED QUESTIONS & FAILS TO ADEQUATELY ADDRESS REQUIREMENTS OF THE SPEC. PM TEAM IS LIGHT ON EXPERIENCE & EDUCATION FOR A PROJECT OF THIS COMPLEXITY -

ALSTOM -
REFERENCED PROJECTS - SCHEDULE/BUDGET
QUALITY AUDITS WERE NOT PROVIDED

SYSTEMS LEAD - LIGHT ON FORMAL EDUCATION/EXP.
PM - ??
NO DEGREES IN ELECTRICAL/MECHANICAL ENGINEERING

(40)

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	8
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	54

952,128

19,994,688.90

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	86

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9/16/11 (Date) [redacted] (Signature)

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

PART 1 A - THE FIRM - MANUFACTURES / RETROFITS LRV's & SOME HEAVY RAIL CARS.

FINANCIAL CAPACITY -

B SUBSYSTEM SUPPLIERS - ADEQUATE EXPERIENCE & PERFORMANCE STATED

PART 2 - REFERENCED PROJECTS - MEET ALL REQUIREMENTS & STATED THAT THEY WERE COMPLETED ON TIME / IN BUDGET / NO CLAIMS

PART 3 - STRONG MGT TEAM W/ EXTENSIVE EXPERIENCE & EDUCATIONAL BACKGROUND, TECH. ADVISOR OR EIGHTH & A FORMER VTA EMP.

DURING THE TIME THE UTDC VEHICLES RAN THERE

PART 4

A - WELL THOUGHT OUT APPROACH, ENCOMPASSING VIRTUALLY ALL ASPECTS (MAJOR/MINOR) OF THE PROJECT & PROCESSES TO ACCOMPLISH TASK.

B. QC

C - DETAILED DESCRIPTION FOR ALL ASPECTS OF THE REFURBISHMENT HOW THE WORK IS UNDERSTOOD TO BE ACCOMPLISHED & IDENTIFIES AREAS OF POTENTIAL DELAY (LACK OF SPARE PARTS, ETC)

OVER

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

VERY WELL THOUGHT OUT APPROACH TO THE PROJECT W/ DETAILED DATA ADDRESSING ALL ASPECTS & REQUIREMENTS OF THE ITB. BACKED BY A STRONG PM TEAM & LOCAL STAFF/ENGINEERING RESOURCES THIS IS A STRONG PROPOSAL.

65 of 70

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	38

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	78

38
40
78

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]
(Printed Name)

9/16/11
(Date)

[redacted]
(Signature)

Strengths/Weaknesses: *ALSTOM*

- Alstom proposes Lanka for APS, Lanka experience does not include a prior complete APS system. This raises concerns about reliability and support. Also states that mfg. & assy plant is likely to change, which raises concerns about company's stability and capacity.
- All of Alstoms referenced projects were completed on time.
- The one referenced project most similar to ours (Pateo) is still in design phase, no actual work completed yet.
- PAMCO identified for wheel/axle work. Not familiar with PAMCO, need more info.
- Spec calls for disposal of batteries (5.1), Alstom does not list the batteries with the other equip. to dispose of
- HVAC (6.10); Alstom states units will be interchangeable with "existing type 7 SRC". It appears that they intend to replace rather than rebuild existing units per spec.
- (11.3) no submittal for Burn In Procedure Spec requirement
- Alstom proposes gooseneck microphone. Spec calls for in-dash.
- (8.2.7) Spec calls for exterior side dest. signs, no mention of side signs in proposal.

Strengths/Weaknesses: *ALSTOM*

- Alstom proposes train-the-trainer training only
- Alstom does not provide much information (details) regarding the work plan.
- Alstom's warranty will be supported from Naperville location
- Did not provide much information on spec sections. Most info provided simply states. "... shall be compliant with requirements..."
- Project Manager has only a few month's experience as a "project manager" (since 7/11), no college degree
- Site engineer not identified
-

84 90

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	51

EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:		
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	32
Sub-Total **PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	✓
TOTAL **TOTAL EVALUATION SCORE**	**100 points**	83

51
32
83

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9/16/11 (Date) [redacted] (Signature)

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

- proposed key personnel has relevant experience, education, well rounded expertise
- work plan is well thought out, although it makes assumptions → That RT may or may not be able to do
- Siemens makes assumption that they can borrow parts from other LRV's. This may be very limited, depending on what parts they want
- Siemens assumes sufficient work space for component rebuild, but doesn't define how much space is req'd.
- do not like 4 month lag in completing last car from which parts were borrowed. Why so long?
- Siemens proposes gooseneck microphone, spec calls for flush mount
- Siemens assumes they can do some painting in the shop (1.4.7). Only very minor "touch ups" can occur in the shop. All other painting requires paint booth.
- Warranty support will be local
- Siemen's experience does not include a complete refurbish job similar to UTDC scope, but have done "partials" which include all major elements such as trucks, HVAC, comm systems etc.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	4
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	6
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	48

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	none
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	88

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ _____
(Date) (Signature)

[redacted]

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	5
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	50

[redacted]

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	NONE
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	NOT ESTABLISHED
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	82

Provide

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ (Date)

_____ (Signature)

[redacted]

9/14/11

Proposal Requirments

RFP - 2010093 ps. 10-20

+ Tech Specs.

		A-48	S-50
Part 2	(10)		
Firm.	(5)	5	5
Sub. Supp	(5)	4	4
Part 2.	(3)		
Ref. project.	(3)	3	1

Part - 1.

- ALSTOM SUB-SUP. ALL HAVE PLANT/FACILITIES IN THE USA.
- SIEMES. HAS ONLY THE COMM. SYS. SUPPLIER. HOW WILL THEY MEET BUY AMERICA? NOT DETAILED

PART 2

ALSTOM HAS SEVERAL MAJOR OVERHEAD PROJECTS. HAS CURRENTLY TWO PROJECTS

SIEMENS - NO MAJOR O.H. Projects + NO CURRENT PROJECTS LISTED

PART 3 STAFFING	(12)	4	5
STAFFING PLAN	(6)	4	5
Project Mgr.	(6)	4	5

- ALSTOM. DID NOT LIST THE % of TIME EACH PERSON WILL BE ASSIGNED TO THE PROJECT.
- SIEMENS - HAS A WELL PREPARE PRESENTATION & DID INCLUDE % of TIME PER PERSON.

SIEMENS ALSO PROVIDED A GOOD DISCRIPTION OF THEIR PROJECT MANAGER.

8

PART. 4 TECH SUBMITTAL (35) A S

		A	S
APPROACH - Acc. work	(9)	6	8
QC	(5)	5	5
Comp. Tech Spec.	(8)	6	5
Sub. Suppliers			
[illegible]	(3)	2	3
Com.	(3)	3	2
EUR	(2)	2	2

— [illegible] state they have a [illegible] Vehicle [illegible] Plan, IT WAS NOT PRESENTED [illegible] [illegible] PROPOSAL.

— [illegible] I.D. THEIR SUB-CONT. [illegible] Comp. Rebuild/Overhaul.

— [illegible] Submitted a Vehicle [illegible] Refurb. Plan. THEY [illegible] THE USE OF TWO SETS OF [illegible]TING JACKS. ONLY ONE WAS PROPOSED BY RT. SIEMENS DID NOT I.D. [illegible] FOR R/O.

PART 4.

SIEMENS - HAS A GOOD DESCRIPTIVE PLAN TO Accomplish the work.

Q.C.

BOTH SUBMITTED A PLAN.

TECH SPECS

ALSTOM

(-) General compliance with no
(+) Descriptions - stated that they
will comply with all specs.

(-) Failed to list all submittal in Section's 5 & 8.

-SIEMENS

(+) Descriptive Compliance to specs.
(-) Failed to include some/several ITEMS on TECH SPECS throughout their tech spec. Descriptions.
It Appears to me that Siemens is proposing Changes to our specs & Going with what they have or propose.

PART 4E (5) A 5

Project schedule 4 5

SIEMENS- HAD A DESCRIPTION of the schedule and noted differences from the RFP.

SIEMENS

2.2.1

RT. states to use Dupont

IMRON 200.

S - propose their paint System

2.2.4 - Rain Gutters

RT - states to Replace with

SS Gutters.

S - Propose new like material

to be used.

5-1 -

S - No mention of Disposal

of M/P, LVPS & Batteries

6.2.2.1.

S - not mentioned -

① Install - Automatic high-limit.

thermostat. @ specifed location

✓② Access to heater elements.

mentioned in 6.2.5 Siemens Specs.

8.1

S - No mention of disposal of old.

equipment

12.1 -
S- no mention of documentation in CD-Rom
No Mention of 3 PTYS (Laptop computers, XP or later)

12.2.10
S- no mention of 12 months on-site support after Completion.

Section 13 on Siemens spec proposal is completely different from RT spec. I believe that it is their QA/QC PLAN. I used this section for Rating on PART-4-B.

ERIC will have to determine if or Sect 13 Materials + Workmanship is covered + in compliance in ther QA/QC plan.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

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PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	3
	B.	Project Manager	6 points	3
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	6
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL	**QUALIFICATIONS AND TECHNICAL SCORE**		**60 points**	37

$ 771,428

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		$16,200,000 40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9-16-11 (Date)

[redacted]

2011
1991

Strengths/Weaknesses: *ALSTOM*

COMMUTER RAIL - EXPERIENCE
- HIGH SPEED RAIL EXPERIENCE - AMTRAK, BNSF, CANADIAN PACIFIC RAILWAY, CTA, KCS, NYCT

- GOOD MISSION STATEMENT: OBJECTIVE ENSURE FLEET PERFORMANCE IN MOST COST-EFFECTIVE MANNER, . .
- GLOBAL / WORLD WIDE - 2010/11 - 19.1 BILLION OF ORDERS

- * APS - TECHNOLOGICS LANKA - QUEBEC, CANADA
- * EVENT RECORDER - FAR SYSTEMS - BOMBARDIER - LOW VOLTAGE PS/ BATTERY CHARGE - BUY AMERICA COMPL
- * COMMUNICATION SYSTEMS - TRENTO, ITALY - FOR METRO WASHINGTON 65% BAA COMPLIANT PITTSBURG, PA
- INTERACTIA SYSTEMS CORP. EDEN PRAIRIE, MINNESOTA - POINTE CLAIRE, QUEBEC - 80% BAA COMPLIANT

* MARTA - REBUILD * MOSTLY COMMUTER VEHICLES

* PROJECT MANAGER - SHAWN GAVLE (ALL AROUND GUY) - PAST - PM - PROJECT MANAGER 5 YEARS W/ ALSTOM ELECTRICIAN - PRODUCTION MANAGER - FLEET MANAGER - PRODUCTION SUPERVISOR

* LEAD ELECTRICAL ENGINEER - CHARLES WRIGHT - 19 YEARS - JOIN ALSTOM 2006

* MECHANICAL ENGINEER - MANEL GARCIA - CONTROLS ENGINEER

** * PROPULSION ENGINEER - ALSTOM 2003 - ALSTOM PROJECT MANAGER 2008-
JUAN ANTONIO BARRAZA - SIEMENS 1993-2003 MARTIN?

Strengths/Weaknesses: *ALSTOM*

- RENNOVATION AS POSSIBLE ON RT SITE
- SPECIALIST OFFSITE – HVAC, WHEELS AND AXLES
- CRASH REPAIR DAM IN MARE ISLAND, CA

MAJOR RISK
- SUBCONTRACTOR PERFORMANCE
- NEW SUB SYSTEM INTEGRATION
- SUPPLY CHAIN

COST SAVINGS – TRACTION MOTORS? CONDITION BASED REPAIR/OVERHAUL AS REQUIRED

TRAINING – ALSTOM TO TRAIN RT TRAINERS TO TRAIN

QC – USE PRISMA – DOCUMENT MANAGEMENT SYSTEM

4.3. COMPLIANCE W/ TECH SPECS –

PAINTING – NO WRAP?

VERY GENERAL – COMPLIES WITH EACH SECTION

SECTION 8 – COMMUNICATION SYSTEM – PROVIDE SCOPE

4.4 APS – ALSTOM TO PERFORM LIMITED LINE STUDY OF RT TPSS SYSTEM

LANICA USED IN NTC

~~4.4.2 COMMUNICATION SYSTEM~~

4.4.3 EVENT RECORDER – FAM USED INNOMATA

Strengths/Weaknesses: *ALSTOM*

SCHEDULE – 1ST LRV – 2ND QUARTER 2013

– ALL VEHICLES 2015

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	51

$952,128.

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)		9,994,688.90 40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	83

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9-16-11 (Date)

[redacted] (Signature)

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

+ SIEMENS PLANT LOCAL - SOUTH SACRAMENTO

FAMILIAR PM / RETAINED VTA OPERATION MANAGER

75' 1100 LIGHT RAIL & HEAVY RAIL CARS

- OVER 800 IN SERVICE HIGH FLOOR ADA

- MAKE LIGHT RAIL VEHICLE EXPANSION

- REBUILD EXPERIENCE - SANDIEGO / MTA / & RTI

- NO HIDDEN COST ...

- BEAUMONT - CHRIS EICHIN

FINANCIAL - 116.6 BILLION.

APS - SIEMENS — CURRENT LRV PROJECTS

** EVENT RECORDER — BACH SIMPSON - CANNOT COMPLY W/ BAA

COMMUNICATION SYSTEM - INTERACTA — EDEN PRAIRIE, MN

- TRANSLITE - MESSAGE SIGNS & DISPLAYS ??

(USED QUITE A BIT) BAA COMPLIES.

SEE CAL PROGRAM HISTORY

X REFERENCE PROJECTS

++++ PM - KONSTANTIN BREUCHA - MADE IN GE

MECHANICAL ENGINEER - OVER 5+ YEARS

ELECTRICAL ENGINEER 17+ YEARS

+++ COMMUNICATIONS ENGINEER

++ PROPULSION ENGINEER

++ HVAC SYSTEM

++ RMSM -

++ TECHNICAL ADVISOR - CHRIS EICHIN

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

* HONEST CANNOT GUARANTEE 3 TO 5

- WORK AT RT FACILITIES

- TRUCK OVERHAUL AT FRENCH ROAD PLANT

- HVAC AT SUBCONTRACTORS FACILITY

- INCLUDED A GOOD PROCESS FLOW CHART

+ ** - OVERVIEW & SUMMARY OF SCOPE OF WORK

- PAINT & VINYL FILM

\# + SCOPE IS DETAILED

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	7
	A.	The Firm Experience Financial Capacity	5 points	3
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	7
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	3
Part 4 - Technical Submittal:			**35 points**	25
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	40

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	80

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

9.16.11
(Date)

[redacted]
(Signature)

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	8
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	10
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	26
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	45

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

9.16.11
(Date) (Signature)

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	3.0
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4.0
Part 2 - Referenced Projects:			**3 points**	3.0
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2.5
	B.	Project Manager	6 points	1.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4.0
	B.	Quality Control	5 points	2.0
	C.	Compliance with Technical Specifications	8 points	7.0
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	1.5
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	4.0
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	37

33

40

77

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	16,000,200
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	771,428
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
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Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
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Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9/16/11 (Date)

[redacted] (Signature)

Strengths/Weaknesses: *ALSTOM*

Quality Manager has other duties for Safety and Environmental - outside of scope.

PM - 1st yr as PM

QC - Proposed to use their own quality objectives and no mention of RT QC requirements.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4.0
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4.5
Part 2 - Referenced Projects:			**3 points**	2.0
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5.0
	B.	Project Manager	6 points	6.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	7.0
	B.	Quality Control	5 points	3.0
	C.	Compliance with Technical Specifications	8 points	6.0
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3.0
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	3.5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	49.0

32
81

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	19,994,688.90
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	952,128
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

9/16/11 (Date) [redacted] (Signature)

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

QC - A lot of discussion of various quality processes. However, plans are to develop and submit QA Plans where contract required QC activities to be followed.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	3
	B.	Quality Control	5 points	2
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	37

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

(Printed Name)

9/16/11

(Date)

[redacted]

Strengths/Weaknesses: ALSTOM

Alstom is a large stable corporation with a world wide presence in transportation. The US component is rather small with 150 employees spread out over 4 North American facilities. (-)

Alstom referenced an impressive number of vehicles on the refurbishment list (+)

STAFFING - Proposed manager Shawn Gavine owns an interesting resume, lots of hands on experience. No college (-)

Staffing - The resumes of the proposed staff do not jump off the page (-)

TECHNICAL - No work flow / process flow for cars in shop (-)

No detail throughout most of Alstoms technical proposal. The repeated use of the term

Strengths/Weaknesses: *ALSTOM*

Alstom shall be compliant with the requirements leads me to believe the on site vehicle report did not find its way to the proposed overhead bid document - Section 5 - THE AUX Inverter is not defined, no detail and no information on how to make a realistic judgement call. This very important section is void of technical reference (-) Alstom provides general information on the LANKA APS this is a (+) but seems to be step to provide lacking technical detail/cut and Paste Communication is again void of detail in the technical specifications, Page 87 - Alston provides information on the Inertia Communication System

Strengths/Weaknesses: *ALSTOM*

The Quality plan doesn't specifically address the RT project - For Section 3 Alstom provided a document outlining the vague approach to Quality. Scheduling, LRV 1, 2, & 3 all in process at the same point in time, Alstom is slower at the opening of the NTP yet the schedule expects both 40 Days per vehicle.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	53

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	N
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	85

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

(Printed Name)

9/16/11
(Date)

[redacted]

Strengths/Weaknesses: SIEMENS INDUSTRY, INC.

STRONG NORTH AMERICAN Market Presents, Siemens is a financially stable company, the Transportation Arm is a large California Employer. (+)
The projects Siemens referenced for vehicle refurbishment listed 7 properties and a relatively small number of vehicles (-)
STAFFING - High marks for the choice in Project managers, RT's past experience with Konstantin Breuche provided a well executed retrofit (+) Staffing resumes are heavy on Engeneering disciplines and experience (+)
TECHNICAL - Siemens layed out a work plan for work flow through the MHK building, forward thinking concerning process flow (+)
The technical specification from Siemens gave a great deal of

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

thought for each of the specific requirements the Siemens proposal outlined. Siemens provided in places (3.2.13 AXELS) potential un-repairable items and the thought process used in assessing the repair task. (+)

Supplies inverter high marks for detail in the proposed AUX inverter. This section jumps off the page with detail of the inverter and associated support circuitry. Installation details provided for this system. (+)

Communication system is layed out in detail in Siemens proposal pictoral presentation

Siemens provided a detailed approach to the training

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

requirements for the to be met for the training process. Siemens Quality Program is spelled out in great detail in Section 13 - Each technical specification is explained in detail

RFP Title: UTDC Light Rail Vehicle Refurbishment
RFP No.: 2010043
Date: February 15, 2012

FINAL OFFERS

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	elected to not score		
3	Part 2 - Referenced Projects			
12	Part 3 - Project Staffing & Experience			
35	Part 4 - Technical Submittal			
40	Part 5 - Price Proposal			
	Totals	**0**	**0**	
	Rank			NA

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	4	9	
3	Part 2 - Referenced Projects	1	3	
12	Part 3 - Project Staffing & Experience	2	11	
35	Part 4 - Technical Submittal	24	31	
40	Part 5 - Price Proposal	40	32	
	Totals	**71**	**86**	
	Rank			Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	2	2	
12	Part 3 - Project Staffing & Experience	6	12	
35	Part 4 - Technical Submittal	23	28	
40	Part 5 - Price Proposal	40	32	
	Totals	**78**	**83**	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	9	9	
3	Part 2 - Referenced Projects	2	2	
12	Part 3 - Project Staffing & Experience	3	10	
35	Part 4 - Technical Submittal	30	31	
40	Part 5 - Price Proposal	40	32	
	Totals	**84**	**84**	
	Rank	1	2	Tied

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	5	9	
3	Part 2 - Referenced Projects	2	3	
12	Part 3 - Project Staffing & Experience	3	12	
35	Part 4 - Technical Submittal	20	29	
40	Part 5 - Price Proposal	40	32	
	Totals	**70**	**85**	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	5	8	
3	Part 2 - Referenced Projects	2	1	
12	Part 3 - Project Staffing & Experience	5	10	
35	Part 4 - Technical Submittal	21	26	
40	Part 5 - Price Proposal	40	32	
	Totals	**73**	**77**	
	Rank	2	1	Siemens
Possible Points	[redacted]	**Alstom**	**Siemens**	
10	Part 1 - The Firm	6.5	9.5	
3	Part 2 - Referenced Projects	2.5	2.5	
12	Part 3 - Project Staffing & Experience	5.5	12	
35	Part 4 - Technical Submittal	20	31	
40	Part 5 - Price Proposal	40	32	
	Totals	**74.5**	**87**	
	Rank	2	1	Siemens
Possible Points	[redacted]	**Alstom**	**Siemens**	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	3	2	
12	Part 3 - Project Staffing & Experience	2	12	
35	Part 4 - Technical Submittal	21	30	
40	Part 5 - Price Proposal	40	32	
	Totals	**73**	**85**	
	Rank	2	1	Siemens
	OVERALL TOTAL	523.5	587	
	AVE. WEIGHTED	75	84	
	AVE. RANK	1.4	0.9	

Highest Ranked: Siemens
Second Ranked: Alsom

The Evaluation Committee met on February 15, 2012 to discuss and score the Final Offers.

Prepared By: Sue Robison
Procurement Services/Contract Administration

FINAL OFFER EVALUATION
COMPILED FROM THE SELECTION COMMITTEE'S COMMENTS

EVALUATOR NO. 1

Siemens
Overall they performed a more thorough investigation of the current condition of the vehicles and appear to have a more comprehensive understanding of the condition of the vehicle fleet; therefore, their pricing more accurately reflects the required work.

They have a manufacturing facility and highly trained labor force located in the area where they have immediate access to engineering and additional labor support if required. Additionally, warranty claims can be handled in a more expeditious and timely manner given their resources that are immediately available.

The proposed Project manager has performed work for RT previously and demonstrated his ability to not only bring the project in on time and within budget - there were no change orders or additional charges and throughout the course of the project and they proposed modifications to the project that enhanced their productivity and offered long term ease of maintenance to RT's maintenance staff.

Alstom
They have no staff or facilities to support the project - all project labor will have to be hired and in the event additional labor or resources are required there will be a delay during the hiring and training process.

The Proposed project manager has limited to no experience managing a project of this nature and has a degree from a college that didn't require any classroom attendance and was the subject of a 60 Minutes expose.

Alstom's investigation of the current state of the vehicles was cursory and limited which leads to the very real possibility that they do not fully understand the requirements for successfully completing the project on time or within their proposed pricing.

Access to engineering support and their logistical supply line is hindered due to their being located on the east coast and overseas facilities thus resulting in delays to investigation and resolution of any potential project issues that may/will arise.

Alstom currently has provided the propulsion and auxiliary inverter systems for RT's CAF fleet of vehicles. During proposal interviews the Alstom personnel were unaware of that they had any product being used by RT. Their lack of knowledge of this demonstrates their lack of understanding of RT's fleet and the project requirements.

Alstom warranty and aftermarket support of RT's current Alstom products being utilized by RT is virtually non-existent. RT has struggled to maintain vehicle availability due to the lack of technical and parts support. RT has been working with the FTA for over a year, attempting to obtain replacement propulsion inverter components due to Alstom's inability to meet Buy America requirements which has resulted in our having 6 vehicles out of service. This demonstrates that Alstom's is unable to provide the required aftermarket parts and warranty support required by the project specifications.

EVALUATOR NO. 2

Siemens
Siemens demonstrates a clear understanding of the project. The information from them was detailed and provided adequate information on the general project plan, work flow, and specific subsystems. The project team has the education and experience commensurate with a project of this size and scope. Siemens has local support and expertise to quickly address any engineering issues that may arise.

Alstom
Alstom's proposal is too general and does not provide enough detail to demonstrate that they have a clear understanding of the project. The up front costs in their pricing is not in line with RT's funding plan. The project team does not have the depth that Siemen's proposed team does.

EVALUATOR NO. 3

Siemens
Detailed proposal presented. Locally situated and past history staffing presented is familiar to the industry.

Alstom
Staffing does not present as much experience. No detail to their proposal. Not really convinced if they understand our technical specifications.

EVALUATOR NO. 4

Siemens
Siemens has invested a great deal of time during the development of the RFP and during the negotiations. This was demonstrated by the detail of the technical questions that were raise during these periods. The staffing including the Project Manager has provided the experience needed to accomplish this refurbishment contract and has also proven their ability to perform this type of task with the Communication Retrofit Project. Also being local will benefit the project with the minimum amount of overhead needed to accomplish this task.

Alstom
Although Alstom is a large and capable company, the experience working with light rail vehicles raises concerns. The lack of detail and technical questions provided by Alstom's proposal and during negotiation was close to zero, which can potential generate the need for change orders because of the lack of understanding the details needed for this refurbishment. The Project Manager also raised concerns along with his credentials and actual experience with light rail vehicles. Helicopters was his specialty. Also it was stated that the team would be built up once awarded which also causes the concern of not having the in house expertise. It was also acknowledge that the lack of support that Alstom currently provides with the existing products is currently below standards, which will potential cause problems for RT if Alstom is the Car Builder.

EVALUATOR NO. 5

Siemens
RT has previous experience with the project manager
Local is a plus. They have resources readily available.
It appears that significant effort and research was given to RT questions.
Better feeling that Siemens has a thorough understanding of the scope.

Alstom
Very concerned about project manager background and education certification.
It appears that Alstom will be hiring the majority of their team from scratch.
There didn't appear to be a lot of detail in their responses to RT questions.
They appeared to flip flop of the project manager.

EVALUATOR NO. 6

Siemens
During negotiations Siemens assured RT that the quality was top priority and they showed that they would more than adequately staff and provide the right qualified independent personnel for independent QC inspections and tests. Siemens is very detailed and though through the technical specifications in all areas. There seems to be no risk in that they understand the work.

Alstom
Alstom said they will do QC but they would still need to hire someone, which there is a risk. Not enough detail in tech specs. They did not discuss their detailed approach to all items. Big risk here. Also, they are from out of this area and there may be resources issues.

EVALUATOR NO. 7

Siemens
I did not change my scoring of the Siemens proposal. I felt Siemens submitted a solid proposal with reasonably well thought out work flow processes.

Alstom

In the first evaluation and rating the issue of the Program Manager and the qualifications loomed large. I felt the individual first identified did not possess the education qualifications expected of this type of position. Alstom identified a new project manager in the updated submittal. The Project manager, Mr. Telly Sionides possesses a Bachelors Degree from "American State University, of Evanston Wyoming. American State University. Research of American State University said this institution was first established in the State of Hawaii, it was closed by that state and moved to Wyoming and renamed Hamilton University where it was closed by court order and reopened in the Bahamas and named Richardson University. The school is reported to be a diploma mill and was the subject of a 60 Minutes story.

I changed my score for Project manager from a 2 to a ZERO. I lowered my Staffing Plan Resume score from a 4 to a 2, based on this information.

Alstom changed the Auxiliary Power System provider to a respected company known in the transit industry so I raised my score on this item from 2 to 3.

My Alstom score was reduced from the first evaluation from 77 points to 73 points.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	8
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	54

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	86

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	2
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	Ø
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	31

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	71

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Print)

2/15/12 (Date)

[redacted]

FINAL OFFERS FEBRUARY 15, 2012

From: [redacted]
To: Sue Robison
Date: 2/16/2012 7:44 AM
Subject: UTDC Retrofit Project Evaluation Comments
Attachments: [redacted]

** Confidential **
Good Morning Sue...

Here are my selection justification comments for the UTDC Retrofit Project. [redacted]

Siemens:

Overall they performed a more thorough investigation of the current condition of the vehicles and appear to have a more comprehensive understanding of the condition of the vehicle fleet ; therefore, their pricing more accurately reflects the required work.

They have a manufacturing facility and highly trained labor force located in the area where they have immediate access to engineering and additional labor support if required. Additionally, warranty claims can be handled in a more expeditious and timely manner given their resources that are immediately available.

The proposed Project manager has preformed work for RT previously and demonstrated his ability to not only bring the project in on time and within budget - there were no change orders or additional charges and throughout the course of the project and they proposed modifications to the project that enhanced their productivity and offered long term ease of maintenance to RT's maintenance staff.

Alstom:

They have no staff or facilities to support the project - all project labor will have to be hired and in the event additional labor or resources are required there will be a delay during the hiring and training process.

The Proposed project manager has limited to no experience managing a project of this nature and has a degree from a college that didn't require any classroom attendance and was the subject of a 60 minutes expose.

Alstom's investigation of the current state of the vehicles was cursory and limited which leads to the very real possibility that they do not fully understand the requirements for successfully completing the project on time or within their proposed pricing.

Access to engineering support and their logistical supply line is hindered due to their being located on the east coast and overseas facilities thus resulting in delays to investigation and resolution of any potential project issues that may/will arise.

Alstom currently has provided the propulsion and auxiliary inverter systems for RT's CAF fleet of vehicles. During proposal interviews the Alstom personnel were unaware of that they had any product being used by RT. Their lack of knowledge of this demonstrates their lack of understanding of RT's fleet and the project requirements.

Alstom warranty and aftermarket support of RT's current Alstom products being utilized by RT is virtually non-existent. RT has struggled to maintain vehicle availability due to the lack of technical and parts support. RT has been working with the FTA for over a year, attempting to obtain replacement propulsion inverter components due to Alstom's inability to meet Buy America requirements which has resulted in our having 6 vehicles out of service. This demonstrates that Alstom's is unable to provide the required aftermarket parts and warranty support required by the project specifications.

[redacted]

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	51

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	83

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	38

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	78

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - UTDC comments

From: [redacted]
To: Colleen Elder; Sue Robison
Date: 2/16/2012 3:59 PM
Subject: UTDC comments

Sorry for the late reply, but here are my comments. Let me know if you have any questions about anything.

Siemens
Siemens demonstrates a clear understanding of the project. The information from them was detailed and provided adequate information on the general project plan, work flow, and specific subsystems. The project team has the education and experience commensurate with a project of this size and scope. Siemens has local support and expertise to quickly address any engineering issues that may arise.

Alstom
Alstom's proposal is too general and does not provide enough detail to demonstrate that they have a clear understanding of the project. The up front costs in their pricing is not in line with RT's funding plan. The project team does not have the depth that Siemen's proposed team does.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	– 9
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2 2
Part 3 - Project Staffing and Experience:			**12 points**	– 3
	A.	Staffing Plan and Resumes	6 points	3
	B.	Project Manager	6 points	0
Part 4 - Technical Submittal:			**35 points**	– 30
	A.	Approach to Accomplish the Work	9 points	6
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		–
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	44

FINAL OFFERS FEBRUARY 15, 2012

[redacted]

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	84

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ (Date) _____ (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

Staffing does not present as much experience.

NO DETAIL TO THEIR PROPOSAL,

NOT REALLY convinced if they understand our technical Specifications

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	9
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2 2
Part 3 - Project Staffing and Experience:			**12 points**	10
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	5
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	52

31

FINAL OFFERS FEBRUARY 15, 2012

[redacted]

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	C
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	C
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	C
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	C
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	C
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	C
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	C
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	C
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	C
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	C
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	C
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	84

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ _____
(Date) (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

DETAILED PROPOSAL Presented.
Locally situated and past history.
Staffing presented is familiar to the
Industry

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	53

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)	40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	85

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed N[redacted])

2-15-12
(Date)

[redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	1
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	30

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	70

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

(Printed Name)

2-15-12

(Date)

[redacted]

(Signature)

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - UTDC Evaluation Commments

From: [redacted]
To: Sue Robison
Date: 2/16/2012 4:56 PM
Subject: UTDC Evaluation Commments

SIEMENS:

Siemens has invested a great deal of time during the development of the RFP and during the negotiations. This was demonstrated by the detail of the technical questions that were raise during these periods. The staffing including the Project Manager has provided the experience needed to accomplish this refurbishment contract and has also proven their ability to perform this type of task with the Communication Retrofit Project. Also being local will benefit the project with the minimum amount of overhead needed to accomplish this task.

ALSTOM:

Although Alstom is a large and capable company, the experience working with light rail vehicles raises concerns. The lack of detail and technical questions provided by Alstom's proposal and during negotiation was close to zero, which can potential generate the need for change orders because of the lack of understanding the details needed for this refurbishment. The Project Manager also raised concerns along with his credentials and actual experience with light rail vehicles. Helicopters was his specialty. Also it was stated that the team would be built up once awarded which also causes the concern of not having the in house expertise. It was also acknowledge that the lack of support that Alstom currently provides with the existing products is currently below standards, which will potential cause problems for RT if Alstom is the Car Builder.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	8
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	10
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	26
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	45

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Print)

2.15.12 (Date) [redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

- RT has previous experience with the PM.
- Locale is a plus. They have resources readily available.
- It appears that significant effort and research was given to RT questions.
- Better feeling that Siemens has a thorough understanding of the scope.

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	5
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	5
	A.	Staffing Plan and Resumes	6 points	3
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	21
	A.	Approach to Accomplish the Work	9 points	5
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	3
Sub-TOTAL	**QUALIFICATIONS AND TECHNICAL SCORE**		**60 points**	33

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	73

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printe[redacted]

2.15.12 (Date)

[redacted] Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

- Very concerned about PM background and education certification.
- It appears that Alstom will be hiring the majority of their team from scratch.
- There didn't appear to be a lot of detail in their responses to RT questions.
- They appeared to flip flop on the PM

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4.5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	5.0
Part 2 - Referenced Projects:			**3 points**	2.5
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6.0
	B.	Project Manager	6 points	6.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8.0
	B.	Quality Control	5 points	4.0
	C.	Compliance with Technical Specifications	8 points	7.0
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3.0
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	4.0
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	55.0

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	87

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

(Printed Name)

2/15/12

(Date) [redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

During negotiations Siemen assured RT that Quality was top priority and they showed that they would more than adequately staff and provide the right qualified independant personnel for independant QC inspections and tests.

Siemens is very detailed and thought through the ~~technical~~ Technical Specs in all areas. There seems to be no risk in that they understand the work.

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	3.0
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3.5
Part 2 - Referenced Projects:			**3 points**	2.5
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2.5
	B.	Project Manager	6 points	3.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	3.0
	B.	Quality Control	5 points	2.0
	C.	Compliance with Technical Specifications	8 points	5.0
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1.5
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	3.5
Sub-TOTAL	**QUALIFICATIONS AND TECHNICAL SCORE**		**60 points**	34.5

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	74.5

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date)

[redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

Alstom said they will do QC but they would still need to hire someone, which there is a risk.

Not enough detail in tech specs. They did not discuss their detailed approach to all items. Big risk here.

Also, they are from out of this area and there may be resource issues

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	53

FINAL OFFERS FEBRUARY 15, 2012

[redacted]

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	95

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]
(Printed Name)

2/15/12
(Date)

[redacted]

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	3
	B.	Quality Control	5 points	2
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	33

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	73

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - 2nd UTDC Evaluation

From: [redacted]
To: Sue Robison
Date: 2/15/2012 3:25 PM
Subject: 2nd UTDC Evaluation
Attachments: Proposal Evaluation Weakness.doc[redacted]

Sue,

The attachment contains my comments backing up my change in scoring the proposals for the UTDC project.

Thanks,

[redacted]

Alstom Proposal Evaluation Weakness

In the first evaluation and rating the issue of the Program Manager and the qualifications loomed large. I felt the individual first identified did not possess the education qualifications expected of this type of position. Alstom identified a new project manager in the updated submittal. The Project manager, Mr. Telly Sionides possesses a Bachelors Degree from "American State University, of Evanston Wyoming. American State University. Research of American State University said this institution was first established in the State of Hawaii, it was closed by that state and moved to Wyoming and renamed Hamilton University where it was closed by court order and reopened in the Bahamas and named Richardson University. The school is reported to be a diploma mill and was the subject of a 60 Minutes story.

I changed my score for Project manager from a 2 to a ZERO. I lowered my Staffing Plan Resume score from a 4 to a 2, based on this information.

Alstom changed the Auxiliary Power System provider to a respected company known in the transit industry so I raised my score on this item from 2 to 3.

My Alstom score was reduced from the first evaluation from 77 points to 73 points.

Siemens Proposal Evaluation

I did not change my scoring of the Siemens proposal. I felt Siemens submitted a solid proposal with reasonably well thought out work flow processes.

ATTACHMENT A
Item Number 7

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

March 20, 2012

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment - Response to Alstom's Request for Further Consideration of Protest filed on February 28, 2012
Project File/CN: 2010043

The Sacramento Regional Transit District (RT) is in receipt of your letter dated March 13, 2012, requesting further consideration of Alstom's February 23, 2012 protest of RT Staff's intent to recommend award the above contract to Siemens Industries, Inc.

After careful review of Alstom's grounds for protest, and per RFP Section II, E.10. Further Investigation of Protest, I am in the process of deciding how to proceed and expect to make a decision within two weeks.

In the meantime, the documents you have requested will be made available to you under a separate cover.

Per RFP Section II, E.2. Effect of Protest on Contract Award or Bid Opening, the Board will not award the Contract prior to issuance of a final decision on the protest.

Sincerely,

Michael R. Wiley
General Manager/CEO

Via Email: Jim.Lindsay@Transport.Alstom.com

c: Mike Mattos, Chief of Facilities and Business Support Services
Randall Miller, Director, Procurement Services
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
Sue Robison, Senior Procurement Analyst
RT General Manager/CEO File
RT Legal Department

ATTACHMENT A
Item Number 8

TRANSPORT
NORTH AMERICA
ALSTOM Transportation Inc.
1001 Frontenac Road
Naperville, IL 60563
Office: (630) 369-7525
Mobile: (630) 699-5011
e-mail: jim.Lindsay@transport.alstom.com

ALSTOM

March 13, 2012

Via email to mmattos@sacrt.com and US Mail

Mr. Mike Mattos
Chief of Facilities and Business Support Services
Sacramento Regional Transit District
1400 29th Street (Box 2110), Sacramento, CA 95816

Re: RFP 2010043, UTDC Light Rail Vehicle Refurbishment
Notice of Intent to Recommend Conditional Award of Contract
Protest of Staff Decision

Dear Mr. Mattos:

ALSTOM Transportation Inc. ("Alstom") requests further consideration of its February 23, 2012 protest of the staff decision summarized in Sacramento Regional Transit District's ("RT's") letter dated February 21, 2012 of RT's notice of intent to recommend a conditional award of the UTDC Light Rail Vehicle Refurbishment Contract to Siemens Industry, Inc. ("Siemens").

This request is timely, being made within five (5) working days of the March 8, 2012 meeting to attempt to resolve the protest, pursuant to the RT Bid/Protest Procedure, RFP Section II, E, 9.

Alstom wishes to supplement its February 23, 2012 letter, based on information provided in RT's Preliminary Response to Protest dated February 28, 2012 (the "Preliminary Response") and on information RT provided to Alstom during the March 8th meeting (the "Meeting").

Supplementing Grounds for Protest

Based on its review of RT's Preliminary Response and discussions during the Meeting, Alstom contends that the process for evaluating the proposals and BAFOs was subjective and flawed.

(1) RT's conclusions regarding Alstom's refurbishment experience was not based on objective criteria;

(2) RT's conclusions regarding potential deficiencies in Alstom's cabability were incorrect;

(3) RT's interpretation of the results of negotiations was capricious;

(4) Results of the Application of the mathematical price calculation are questionable; and

(5) The evaluation process, even if properly applied, led to a result that is not most advanteageous.

Refurbishment Experience

RT's conclusions regarding Alstom's experience were not based on objective critieria.

As discussed in the Meeting, and detailed in Alstom's letter of February 23rd, Alstom has refurbished over 3,000 cars in North America alone, including LRV refurbishments. In contrast, to the best of Alstom's knowledge, Siemens has yet to successfully complete ONE refurbishment project in the United States. Both Alstom and Siemens have extensive world-wide experience in manufacturing new LRVs. However, as RT must know, there is a significant difference between refurbishing vehicles compared to building new ones. In refurbishment of any type of vehicle, skills are required in evaluating the condition, managing the repair of the sub-parts, and dealing with fractional bills of material -- which are not skills associated with a new car build. Alstom is a leader in refurbishing cars in the United States and understands the differences between new build and refurbishing work.

In the Preliminary Response, RT indicated that "While Alstom had experience in heavy rail refurbishments, there was no evidence to support light rail refurbishment experience." RT reiterated this point during the Meeting. From these statements, it appears that RT did not consider that Alstom's substantial experience in refurbishing many types of rail cars should be treated as "similar" experience. For Alstom, it was obvious that refurbishing rail cars was "similar" work, and the fact that it had performed more complex refurbishment work on heavy rail was a distinguishing feature that highlighted the advantages of selecting an experienced refurbishment contractor. As Alstom explained at the Meeting, due to the small size of the LRV fleets in the US, the relative youth of the vehicles compared to heavy rail fleets, and a tendancy for LRV owners to perform a level of work themselves, there have been few LRV refurbishments performed by third party contractors. Alstom has been tracking US LRV refurbishment contracts awarded since 1995. The table below summarizes Alstom's findings.

Award Date	Agency	City	State	Qty	Contractor	Value
Oct-10	MUNI	San Francisco	CA	7	Ansaldobreda	32,000,000
Dec-09	MUNI	San Francisco	CA	143	Ansaldobreda	56,752,554
Dec-06	UTA	Salt Lake City	UT	29	Bombardier	20,000,000
May-06	NFTA	Buffalo	NY	27	Ansaldobreda	32,800,000
Feb-06	PAT	Pittsburgh	PA	15	CAF	45,900,000
Oct-02	GCRTA	Cleveland	OH	34	TTA	22,529,998
Jun-01	SEPTA	Philadelphia	PA	18	Brookville Equipment Corp.	22,700,000
Aug-00	PAT	Pittsburgh	PA	40	CAF	77,000,000
Jun-95	MBTA	Boston	MA	55	ALSTOM	11,639,118

Alstom had performed LRV refurbishments on the Boston Green Line (55 cars in 1995) and San Francisco Muni (17 PCC cars, mid-1993 to 1995) fleets. It did not hightlight these older projects in its proposal. If RT had only raised a question about Alstom's LRV experience, Alstom would have described these projects and explained that it still had a current employee who had worked on the Muni rehab, and would be assigned to RT's project.

When comparing the evaluation of the category Referenced projects, despite Siemens having no reference of a successfully completed refurbishment project in the United States, the evaluation team scored both companies similarly (almost identically if taken on a 100 point scale). If LRV refurbishment was a crucial criteria for award, and if Alstom's failure to specifically mention LRV refurbishment seems to have colored RT's evaluation of Alstom in several categories, it would seem that an objective scorer should have disqualified Siemens based on lack of refurbishment experience in the US alone.

Alstom's Capabilities

RT incorrectly created and then negatively assessed supposed "deficiencies" in Alstom's capabilities.

In the Preliminary Response, RT stated that "During negotiations, it was apparent that Alstom lacked the infrastructure, tooling, skills, experience and staffing to complete the work." RT did not raise any questions about infrastructure or tooling during the negotiations. At the Meeting, RT could not explain what "infrastructure" Alstom was lacking. In fact, Alstom had agreed to perform the work at RT's own shop. Alstom also questions RT's conclusion that Alstom lacked "tooling." To the extent that specialized tooling would be required to refurbish the LRVs, Alstom intended to purchase it (and included the costs in its price). Therefore, RT's conclusion that any lack of such special tools would make Alstom less qualified was baffling and did not seem to be based on an unbiased assessment.

Capricious Interpretation of Resolution of Negotiations

RT has adopted a tortured interpretation of "closed," issues which is at odds with common usage and industry practice.

During the negotiations, Alstom provided additional information in response to RT's requests for clarification. This information exchange is memorialized in a January 31, 2012 letter from RT, containing a spreadsheet entitled "Summary of Contract Negotiations." The spreadsheet lists a series of issues, some raised in RT's October 10, 2011 letter to Alstom, and others raised after an October 27, 2011 negotiation session. The Summary of Contract Negotiations indicates that every open issue was "accepted," "approved," and/or "closed." As RT explained in its Preliminary Response, "The negotiations were successful in identifying and resolving issues to the satisfaction of the parties involved."

At the Meeting, Alstom questioned why its score in every category (except price) dropped between its first offer and the BAFO. Alstom questioned how its scores could decrease if Alstom had successfully addressed all open issues. RT explained that the fact that an issue was "closed" or that RT had

"accepted" a response did not mean that Alstom "scored 100%." RT indicated that during the negotiations, RT lost confidence in Alstom's ability to perform the work. RT's novel interpretation of the words "accepted" and "closed" is far from the ordinary meaning of these terms or any industry usage.

In its Preliminary Response, RT shared the scoring of the Alstom proposal. This scoring is detailed in the table below. From this table, one could conclude that Alstom's performance in negotiations and its delivery of information to RT during the negotiation process was very poor. Every section in the technical evaluation had a reduced score and in some sections the reduction was significant.

	Max. Points		Alstom Scores 1st	2nd	% move
Part 1 Firm	70.0		51.0	43.5	-14.7%
Part 2 Referenced Projects	21.0		16.0	14.5	-9.4%
Part 3 Project Staffing & experience	84.0		40.5	26.5	-34.6%
Part 4 Technical Submittal	245.0		166.5	159.0	-4.5%
Part 5 Price Proposal	280.0		280.0	280.0	0.0%
Total	700.0		554.0	523.5	-5.5%

During the negotiations, in response to RT's concerns, Alstom made changes regarding its technical submittal, supplier choice and project staffing and experience. In each case RT's response to Alstom was that the changes were accepted and the issues were closed. In some areas, like referenced projects, RT raised no concerns and Alstom did not make any changes in its proposal. Yet, even in these areas Alstom's score was reduced. Alstom consequently concludes that the scoring evaluation was arbitrary and that RT's interpretation of a "closed" issue was capricious, or the words may have been intentionally used to confuse or mislead Alstom about the status of the negotiations.

In the table below, Alstom has commented on the issues raised by RT, the changes Alstom made which were accepted by RT and the corresponding change in evaluations scores. From this analysis Alstom concludes that the evaluation scoring was arbitrary.

		Max. Points		Alstom Score 1st	2nd		Changes during negotiations
Part 1	The firm, experience, financial capacity	35					None
	Subsystem suppliers, supplier experience, manufacturing capability	35					Replaced Lanka with Transtechnik, gave experience per supplier. "Accepted and closed by RT"
	Part 1 Firm	70		51	43.5		
	Part 2 Referenced Projects	21		16	14.5		None
Part3	Staffing plan & Resumes	42					Changed organization structure, introduced site manager as well as PM, separated QC & Safety. "RT is satisfied with Alstom response. Closed'.
	Project Manager	42					Replaced Gavne with Stonides, gave resume of Stonides. "RT accepts Alstom's response. Closed."
	Part 3 Project Staffing & experience	84		40.5	26.5		
Part 4	Approach to accomplish the work	63					None
	Quality Control	35					Changed role to QC, gave QA plan, separated QC from Safety. "RT is satisfied with Alstom response. Closed."
	Compliance with technical specifications	56					Gave detailed spreadsheet of how we comply, system by system. Answered questions raised by RT. Items "closed" by RT
	Relevant Design & manufacturing of Subsystems	56					Replaced Lanka with Transtechnik, answered questions raised by RT. "Accepted and closed by RT"
	Project Schedule	35					Gave a detailed project schedule, plus workflow chart. "RT accepts the plan. Closed."
	Part 4 Technical Submittal	245		166.5	159		
	Part 5 Price Proposal	280		280	280		
	Total	700		554	523.5		

Mathematical Price Calculation

In its Preliminary Response, RT indicated that Siemens' score on its price proposal was 224 points, based on its original offer and its BAFO. Since Alstom dropped its price for the BAFO, in order for Siemens to maintain the same score, Siemens would have to have dropped its price an equivalent percentage. This unlikely result leads Alstom to question both application of the formula, and whether Siemens may have obtained information regarding Alstom's pricing.

At the Meeting, RT explained that a team of seven (7) scorers evaluated all proposals. For the qualifications and technical score (60% of the total), the individual scores of each evaluator were added. For the price score (40% of the total), RT applied the mathematical formula presented on the Proposal Evaluation Form. Presumably, each evaluator should have obtained an identical result when applying the mathematical formula.

In its Preliminary Response, RT provided the following information regarding scoring of the Price Proposals: Based on the original offers, Alstom scored 280 points and Siemens scored 224 points. After BAFO, Alstom scored 280 points, while Siemens scored 224 points.

How were these numbers derived? The Proposal Evaluation Form contained the following formula:

$$\text{Proposer's Score} = \frac{\text{Lowest Total Price}}{\text{Proposer's Total Price*}} \times 40$$

* Proposer's Total Price includes RT-determined costs for off-site work

	Alstom's Price	Siemens' Price	Alstom's Score	Siemens' Score
Sept 8, 2011 Proposals	$16,200,000.00	TO BE CALCULATED	280	224
Feb 7, 2011 BAFO	$15,976,270.00	$19,890,099.70	280	224

As the lower priced proposer, Alstom would necessarily achieve the maximum score, or 280, based on a panel of seven scorers (7 x 40 = 280).

Siemens' BAFO score would be: ($15,976,270.00 /$19,890,099.70) x (40 x 7) = 224.9. In the table in the Preliminary response, RT truncated Siemens' score to 224.

The Preliminary Response indicated that Siemens' original price score was also 224 points. Therefore, if the formula were applied correctly, Siemens' original price must have been $20,250,000.00 (with a possible slight variation to account for rounding or truncating), derived from the formula of ($16,200,000.00/Siemens' price) x 40 x 7 = 224.

While it is possible that Siemens independently lowered its price just enough to maintain the same price score, this unlikely result merits additional review. RT has not provided Siemens original price to Alstom, so Alstom has no way of assessing this.

Results not Advantegeous

Finally, even if it is assumed that RT scrupulously followed the evaluation process set forth in the RFP, one could still question whether the result was truly most advantageous to the transit property. As RT explained in the Preliminary Response concerning Alstom's September 8, 2011 proposal, "The final scoring of written proposals resulted in a determination that both firms were in the competitive range." On a 100 point scale (instead of the 700 point cumulative scale), the two firms scored very closely, with Alstom scoring 79.1/100 and Siemens scoring 82.4/100. RT reiterated at the Meeting that both firms could do the work.

After BAFO, on a 100 point scale, Alstom scored 74.8/100, while Siemens scored 83.9/100. RT agreed that both firms could do the work, but Siemens' proposal was over 24% more costly.

By applying the process set forth in the RFP, the price differential could have been even greater, and it could still be "more advantageous" to award the project to Siemens, as long as its total score was higher than Alstom's.

Taken to the extreme, if we assume that Siemens' total score had been 524, comprised of 363 technical points and 161 price points, that would equate to a price of:

161 = ($15,976,270/ Siemens' price) x (40 x 7), or a Siemens' price of $27,784,817.

Siemens could have charged RT almost $28 Million, for services that Alstom was willing to provide for under $16 Million, or a 74% price premium. Unless RT concluded that $28 Million was outside the competitive range, this extreme result would seem to elevate adherence to a "process" beyond fiscal prudence.

Allocating 60% of the score to technical issues and 40% to price could give an advantageous and fiscally prudent result if the prices were within a narrow range. As the prices diverge, the numerical advantage based on scoring could lead to an unnecessary expenditure of public funds.

In this case, a $3.9 Million premium is surely too much for RT to pay for the refurbishment, considering that RT has already concluded that either firm could perform the work and considering that this project relies on PTMISEA funding, which is not yet fully allocated. As stated in the PTMISEA guidelines of October 2011, "The recent delay of bond sales has impacted the availability of PTMISEA funding." RT may have to assure the Caltrans Department of Finance that the additional funding required is justified.

Request for Relief

Alstom respectfully requests that RT's management:

(1) Reconsider the Preliminary Response to Protest made on February 28, for the purpose of setting aside or annulling the determination of RT's intent to recommend a conditional award of the UTDC Light Rail Vehicle Refurbishment Contract to Siemens; and

(2) Set aside the finding that Siemens' proposal was the most advantageous to RT when the Siemens proposal was $3.9 million higher than Alstom's responsive offer; and

(3) Suspend issuance of a contract or Notice to Proceed to Siemens during the pendency of this protest; and

(4) Afford Alstom a due process opportunity via a hearing to make a determination that Alstom as the lowest priced proposer, submitted a proposal that was the most advantageous to RT; and

(5) Recommend a conditional award of the Contract to Alstom.

In order to be able to evaluate whether RT's evaluation process complied with applicable criteria, Alstom requests a copy of the documents that RT relied on to make its recommendation, including the proposal evaluation sheets for Alstom and Siemens, any documents that support the scoring in the evaluation sheets, Siemens' proposal and BAFO, and any other documents that would accompany RT's staff recommendation to the Board.

Thank you for your consideration of Alstom's request for further consideration of the protest. In accordance with instructions provided by Ms. Robison, Senior Procurement Analyst, this letter has been submitted electronically, with an original to follow by US mail.

Very truly yours,

Jim Lindsay
Vice President and Customer Director

CC Via email: mnoble@sacrt.com
srobison@sacrt.com

ATTACHMENT A
Item Number 9

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
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(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

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February 28, 2012

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment - Preliminary Response to Protest
Project File/CN: 2010043

The Sacramento Regional Transit District (RT) is in receipt of your letter dated February 23, 2012, on behalf of ALSTOM Transportation, Inc. (Alstom), protesting RT Staff's intent to award the above contract to Siemens Industries, Inc. As the Chief of Facilities and Business Support Services, I have been designated by the RT General Manager/CEO to review and provide a preliminary a response to your protest. After careful review of Alstom's grounds for protest, my preliminary decision is to hold a meeting to attempt to resolve the protest. The following is an explanation of RT's preliminary findings and response to the specific issues raised in your letter of protest:

ISSUE (1) – EVALUATION PROCESS

You state in your letter that RT may have abused its discretion by acting arbitrarily or capriciously, in its determination that Siemens' proposal was most advantageous to RT and such determination may be entirely without evidentiary support.

SUMMARY RESPONSE

RT evaluated the Proposals and Final Offers in accordance with the terms of the RFP. My review confirmed that this procurement was conducted with an objective, quantified scoring process implemented by qualified personnel.

ISSUE (2) – DEBRIEFING

You stated that RT's application of its evaluation process may be flawed, because there was no opportunity for a debriefing that could provide information on other potential grounds for protest, before the Board meeting that could result in the staff recommendation being adopted.

SUMMARY RESPONSE

It is RT's policy to hold debriefings only after award and execution of a contract (RT Procurement Policy Manual, Chapter 8.19 Debriefings).

ISSUE (1) – EVALUATION PROCESS

You stated that in selecting a prospective contractor, RT is required to select the offer that is most advantageous to RT. It does not have to select the lowest priced offer. While this criteria gives RT discretion, its actions must not be arbitrary or capricious or entirely lacking in evidentiary support. You make further statements regarding the scoring and evaluation.

RESPONSE

During the procurement, the Selection Committee scored the technical portion of the written proposals, then opened the sealed price proposals. The final scoring of written proposals resulted in a determination that both firms were in the competitive range. At that juncture, Alstom's total aggregate score was 23 points lower than Siemens' score. The total score possible was 700 points with 420 points available for the technical portion and 280 points maximum for the lowest total price. Alstom scored lower on Part 1-The Firm, Part 3–Project Staffing and Experience, and Part 4–Technical Submittal.

WRITTEN EVALUATIONS	Alstom	Siemens	Point Difference
Part 1 - The Firm	51	61.5	10.50
Part 2 - Referenced Projects	16	14	-2.00
Part 3 - Project Staffing & Experience	40.5	77	36.50
Part 4 - Technical Submittal	166.5	200.5	34.00
Part 5 - Price Proposal	280	224	-56.00
Total:	554	577	23.00

During negotiations, both firms were treated equally in addressing the issues that were raised. The negotiations were successful in identifying and resolving issues to the satisfaction of the parties involved. The Selection Committee's concern from the outset was that Alstom's proposal was vague and lacked detail. During negotiations, it was apparent that Alstom lacked the infrastructure, tooling, skills, experience and staffing to complete the work. While Alstom has experience in heavy rail refurbishments, there was no evidence to support light rail refurbishment experience. Until Final Offers were requested, the Selection Committee did not know how the final pricing would impact the final scoring; therefore, Alstom remained in the competition until Final Offers were received.

After Final Offers were received, RT evaluated the Proposals and Final Offers in accordance with terms of the solicitation and made a recommendation for award in accordance with those terms. Alstom's total score was 63.5 points lower than Siemens' score.

FINAL OFFERS	Alstom	Siemens	Point Difference
Part 1 - The Firm	43.5	62.5	19.00
Part 2 - Referenced Projects	14.5	15.5	1.00
Part 3 - Project Staffing & Experience	26.5	79	52.50
Part 4 - Technical Submittal	159	206	47.00
Part 5 - Price Proposal	280	224	-56.00
Total:	523.5	587	63.50

ISSUE (2) – DEBRIEFING

You stated that you requested a debriefing but your request for a debriefing before the March 12, 2012 meeting was denied. You also stated that not enough information was given, and not enough notice provided to you to incorporate additional grounds for protest.

RESPONSE

It is RT's policy to not hold debriefings with unsuccessful proposers until after contract award has been made. The purpose of the debriefing is to assist proposers in improving future offers. To further this purpose and encourage a full and open discussion of the procurement process, RT determined that the debriefing is best done after conclusion of the procurement process. Until final award is made by the RT Board, the ultimate decision maker, the procurement is not yet final. I found that RT staff followed the proper procedures in all instances.

ISSUE – REQUEST FOR RELIEF

Alstom requests that RT's management:

1. Review the decision made by RT's staff, for the purpose of setting aside or annulling the determination of RT's intent to recommend a conditional award of the UTDC Light Rail Vehicle Refurbishment Contract to Siemens.
2. Set aside the finding that Siemens' proposal was the most advantageous to RT when the Siemens proposal was $3.9 million higher than Alstom's responsive offer;
3. Suspend issuance of a contract or Notice to Proceed to Siemens during the pendency of this protest;
4. Afford Alstom a due process opportunity via a hearing to make a determination that Alstom as the lowest priced proposer, submitted a proposal that was the most advantageous to RT; and

5. Recommend a conditional award of the Contract to Alstom.

RESPONSE

I have reviewed the procurement history and find that the procurement was conducted objectively, that the quantified scoring process was followed, and that the Selection Committee members made the correct determination that Siemens' proposal is the most advantageous to RT.

After Final Offers were received, final evaluation and scoring results showed that Alstom fell short by 63.5 points despite its price advantage of 56 points. Alstom's proposal was not determined by the Selection Committee to be the most advantageous to RT.

Per RFP Section II, E.2. Effect of Protest on Contract Award or Bid Opening, the Board will not award the Contract prior to issuance of a final decision on the protest.

In accordance with the RT Bid/Proposal Protest Procedure, RFP Section II, E, 9b, a meeting at which Alstom and RT staff will attempt to resolve the protest has been set as follows:

Thursday, March 8, 2012
3 p.m.
Sacramento Regional Transit District
Executive Conference Room – 2nd Floor
1400 29th Street
Sacramento, CA 95816

Please confirm your attendance at this meeting via email at mmattos@sacrt.com. I can also be reached at (916) 556-0300 if you have questions.

Sincerely,

Mike Mattos
Chief of Facilities and Business Support Services

Via Email: Jim.Lindsay@Transport.Alstom.com

c: Randall Miller, Director, Procurement Services
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
Sue Robison, Senior Procurement Analyst
RT General Manager/CEO File
RT Legal Department

ATTACHMENT A
Item Number 10

REGIONAL TRANSIT MEMO

DATE: February 24, 2012

TO: Mike Wiley, General Manager/CEO

FROM: Sue Robison, Senior Procurement Analyst
Colleen Elder, Materials Management Superintendent

SUBJECT: UTDC Light Rail Vehicle Refurbishment
RFP No. 2010043

C: Bruce Behrens, Chief Legal Counsel
Mike Mattos, Chief of Facilities & Business Support Services
Melissa Noble, Attorney III
Randall Miller, Director, Procurement Services
Fernando Barcena, Manager, Contracts & DBE

A properly filed protest (attached) to RT's letter of staff recommendation to the RT Board of Directors pertaining to award of a contract (attached) was received for this project.

Under RT Administrative Code, Title I - Procurement Ordinance, Chapter 1, Article VI, Bid/Proposal Protest Procedure, Section 1.609, the General Manager/CEO will designate an RT staff person to respond to the protester.

Staff recommends Mike Mattos, Chief of Facilities and Business Support Services, administer all responsibilities related to this protest and identified in the RT Bid/Proposal Protest Procedure, where the procedure states "or his/her designee."

Please indicate your designation of Mike Mattos to respond to the protester with your signature below.

By: Michael R. Wiley
Michael R. Wiley, General Manager/CEO

Date: 2/24/12

ATTACHMENT A
Item Number 11

TRANSPORT
NORTH AMERICA
ALSTOM Transportation Inc.
1001 Frontenac Road
Naperville, IL 60563
Office: (630) 369-7525
Mobile: (630) 699-5011
e-mail: Jim.Lindsay@transport.alstom.com

ALSTOM

February 23, 2012

Via Federal Express

Sacramento Regional Transit District
Mr. Michael R. Wiley,
General Manager/CEO
1400 29th Street (Box 2110), Sacramento, CA 95816

Re: RFP 2010043, UTDC Light Rail Vehicle Refurbishment
Notice of Intent to Recommend Conditional Award of Contract
Protest of Staff Decision

Dear Mr. Wiley:

ALSTOM Transportation Inc. ("Alstom") submits this protest of the staff decision summarized in Sacramento Regional Transit District's ("RT's") letter dated February 21, 2012 of its notice of intent to recommend a conditional award of the UTDC Light Rail Vehicle Refurbishment Contract to Siemens Industry, Inc. ("Siemens") (the letter is Exhibit "1" hereto).

Alstom is entitled to file a protest because as an actual proposer it is an "interested party" as defined in the protest procedure. This protest is timely, being made within ten (10) working days of RT's notice to Alstom that RT staff intended to recommend a conditional award to Siemens.

Grounds for Protest

The grounds for this protest are that:

(1) RT may have abused its discretion by acting arbitrarily or capriciously, in its determination that Siemens' proposal was most advantageous to RT and such determination may be entirely without evidentiary support, and
(2) RT's application of its evaluation process may be flawed, because there was no opportunity for a debriefing that could provide information on other potential grounds for protest, before the Board meeting that could result in the staff recommendation being adopted.

Facts

September 8, 2011: Alstom submitted a response to the referenced RFP (Exhibit 2). By its own admission in the February 21 letter, RT determined that Alstom's proposal was responsive to the requirements of the RFP.

September 16, 2011: RT advised Alstom that it intended to enter into negotiations with all proposers.

October 10, 2011: RT invited Alstom to make a presentation to address items set forth in a list of questions for negotiations (Exhibit 3).

October 27, 2011: Alstom made a presentation to RT to address issues raised in RT's October 10 letter (Exhibit 4).

November 4, 2011: Alstom submitted a response to RT documenting RT's acceptance and/or closure of issues discussed on October 27 (Exhibit 5).

January 31, 2012: Alstom invited to submit Best and Final Offer (Exhibit 6). RT explained that Alstom need only submit the pages that we changed from its original proposal, in response to the October 27 presentation and November 4 response.

February 7, 2012: Alstom submitted its BAFO (Exhibit 7).

February 21, 2012: RT advised Alstom of its intent to recommend a conditional award of the Contract to Siemens (Exhibit 1).

Alstom's September 8 offer was for a total contract price of $16.2 M. Through discussions with RT and refinement of its offer, Alstom's BAFO was for a total contract price of $15,976,270.

In the February 21 letter, RT indicated that it would recommend a conditional award to Siemens' in an amount not to exceed $19,890,099.70. This amount was more than 24% higher than Alstom's BAFO.

RT's Recommendation is Arbitrary

In selecting a prospective contractor, RT is required to select the offer that is most advantageous to RT. It does not have to select the lowest priced offer. While this criteria gives RT discretion, its actions must not be arbitrary or capricious or entirely lacking in evidentiary support.

Price accounted for 40% of RT's numerical evaluation. Therefore, a $3.9 M price differential (24.5%) would translate into an Alstom score of 40 on price criteria, and a Siemens' score of 32.

While the scoring for the price proposal is quantitative and defined, the scoring for the qualifications and technical proposal is subjective and could be applied arbitrarily. In addition, while the scoring of the technical portions may give the evaluation committee a basis for comparing the different technical proposals, it does not give an adequate framework to determine best value – which should be the most advantageous to RT.

Based on the sparse information that RT has provided to date, Alstom has no way of evaluating whether Siemens was able to overcome this 8 point disadvantage in the evaluation by out-scoring Alstom on other criteria. The evaluation committee may have scored more points to Siemens on criteria other than price. However, RT found that Alstom's original proposal was responsive to the RFP, and that all of RT's comments were accepted or closed before the BAFO. In light of the continuing budget constraints RT is facing, it does not seem fiscally advantageous to reject an offer that meets RT's requirements, while saving almost $4 M in taxpayer funds.

Flaws in the Process

On February 21, 2012, Alstom contacted RT's Materials Management Superintendent to request a debriefing concerning Alstom's proposal and RT's notice of intent to recommend a conditional award of the Contract to Siemens. Alstom was advised that it would not be possible to schedule a debriefing before the March 12, 2012 meeting in which the RT staff would make its recommendation to the Board. This process placed Alstom in an untenable position. If the time for filing a protest of a staff recommendation is considered to run from the date of the notice of intent, the time for making a protest of the staff decision would have expired before Alstom could learn whether there were other grounds for protest that were not apparent in the February 21, 2012 letter.

By scheduling its presentation to the Board so soon after issuing the notice of intent, and failing to give Alstom a timely debriefing on the selection process, Alstom has been denied an opportunity to make a fact-based challenge of the reasons for RT's recommendation before the Board meeting. Thus, it appears that RT may not have followed proper procedures or given adequate notice.

Accordingly, Alstom reserves the right to amend its protest to incorporate additional grounds for protest that are related to the staff decision, but are not apparent in the February 21 letter.

Request for Relief

Alstom respectfully requests that RT's management:

(1) Review the decision made by RT's staff, for the purpose of setting aside or annulling the determination of RT's intent to recommend a conditional award of the UTDC Light Rail Vehicle Refurbishment Contract to Siemens;

(2) Set aside the finding that Siemens' proposal was the most advantageous to RT when the Siemens proposal was $3.9 million higher than Alstom's responsive offer;

(3) Suspend issuance of a contract or Notice to Proceed to Siemens during the pendency of this protest;

(4) Afford Alstom a due process opportunity via a hearing to make a determination that Alstom as the lowest priced proposer, submitted a proposal that was the most advantageous to RT; and

(5) Recommend a conditional award of the Contract to Alstom.

In order to be able to evaluate whether RT's evaluation process complied with applicable criteria, Alstom requests a copy of the documents that RT relied on to make its recommendation, including the proposal evaluation sheets for Alstom and Siemens, any documents that support the scoring in the evaluation sheets, Siemens' proposal and BAFO, and any other documents that would accompany RT's staff recommendation to the Board.

Alstom would be pleased to provide additional information to assist RT in consider this protest and request for relief. To aid in this process, we have summarized some of the information in Alstom's proposal about its overhaul capabilities. Alstom has had significant experience in renovation contracts; in the United States and throughout the world – far more than Siemens has had. We have overhauled more than 3000 cars in the US alone. For example, we are currently renovating 120 cars for the Delaware River Port Authority (the PATCO fleet). These cars were built in the 1980's, and Alstom is stripping the cars to the shell, removing asbestos and then rebuilding them with new or overhauled equipment. In the past two years, Alstom has completed similar projects for WMATA and MARTA.

On the West Coast, Alstom is just finishing a renovation contract replacing door operators and installing Disabled access items on 66 cars for Caltrans -- a job that Siemens started and failed to complete. This job is being completed on time, to budget and to Caltrans' satisfaction. Some of the team involved in this successful project will be available to support the RT project if Alstom is selected.

Alstom has an experienced and skilled engineering team and also has extensive access to engineering expertise throughout the world in order to quickly resolve any issue that may arise. As RT may appreciate, there is a difference between the renovation of a car and a new build of a car. Alstom is surprised that RT's evaluation team may have scored Siemens' higher in this category.

Thank you for your consideration of Alstom's request for relief. As required under RT's protest procedure, the original and ten (10) copies of this protest are enclosed.

Very truly yours,

Jim Lindsay
Vice President and Customer Director

Exhibits

1. RT letter dated February 21, 2012
2. Alstom Proposal dated September 8, 2011
3. RT letter dated October 10, 2011, with attached Questions for Negotiations with Alstom
4. Alstom proposal dated October 27, 2011
5. Alstom response to RT dated November 4, 2011
6. RT letter dated January 31, 2012
7. Alstom BAFO dated February 8, 2012

ATTACHMENT A
Item Number 12

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

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(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

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February 21, 2012

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment - Notice of Intent to Recommend Conditional Award of Contract
Project File/CN: 2010043

The Sacramento Regional Transit District (RT) received two responsive proposals for the subject project on September 8, 2011, from Alstom Transportation, Inc. and Siemens Industry, Inc.

The Selection Committee deemed Siemens Industry, Inc.'s proposal to be the most advantageous to RT for UTDC Light Rail Vehicle Refurbishment.

This letter serves as notification that on Monday, March 12, 2012, RT staff will recommend to the Board of Directors, conditional award of the Contract for UTDC Light Rail Vehicle Refurbishment to Siemens for an amount not to exceed $19,890,099.70, contingent upon Siemens Industry, Inc's. compliance with the Buy America Pre-Award Audit requirements.

RT appreciates the time and effort all the proposing firms dedicated to this project.

Sincerely,

Sue Robison

Sue Robison
Senior Procurement Analyst

Via Email: Jim.Lindsay@Transport.Alstom.com

c: Mark Lonergan, Chief Operating Officer
Vern Barnhart, Director, Light Rail
Laura Espinoza, Maintenance Superintendent – Light Rail
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
RT Legal Department

TRANSPORT
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ALSTOM Transportation Inc.
1001 Frontenac Road
Naperville, IL 60563
Office: (630) 369-7525
Mobile: (630) 699-5011
e-mail: Jim.Lindsay@transport.alstom.com

ATTACHMENT A
Item Number 13

June 4, 2012

Via email to mwiley@sacrt.com and US Mail

Sacramento Regional Transit District
Mr. Michael R. Wiley,
General Manager/CEO
1400 29th Street (Box 2110), Sacramento, CA

Re: RFP 2010043, UTDC Light Rail Vehicle Refurbishment
Notice of Intent to Recommend Conditional Award of Contract
Response to RT Letter of May 24 Concerning Protest filed on February 28, 2012

Dear Mr. Wiley:

In your letter of May 24th you stated you would recommend that the Sacramento Regional Transit District ("RT") Board of Directors award the contract for UTDC Light Rail Vehicle Refurbishment to Siemens. You requested that if Alstom wanted to continue its protest that comments, evidence or materials that Alstom would like to have included in the agenda packet should be submitted by 4th June. Alstom respectfully requests that the protest continue to the Board for decision.

INTRODUCTION

Given the 24.5% lower price Alstom offered RT, your rating panel could only recommend Siemens if Siemens dramatically outscored Alstom on the other aspects of its proposal. Since Alstom has vastly more experience refurbishing rail vehicles than Siemens, and unquestionably has the resources RT needs to complete this job, any reasonable observer would have expected Alstom to be rated ahead of Siemens on technical merit, or at least on par with Siemens. Instead, the panel gave Siemens an overwhelming edge on the technical aspects of its proposal – just enough to overcome the huge price differential between the companies' offers. A review of the scoring materials suggests the reason for what seems an inexplicable outcome: Siemens was given an edge because it is a local business. This type of preference is plainly impermissible under the federal regulations RT must follow. (See 49 U.S.C. Section 5323(h)(2), referenced on page 59 of the RFP; see also 49 C.F.R. § 661.21 and FTA Circular 4220.1F, dated 11/01/2008.)

As you are well aware, RT's goal here is to determine which proposal offers the best value. Alstom urges the Board of Directors, when determining the best value, to keep the following facts in mind:

- Alstom's price is substantially lower: Alstom's price of $15,976,270 is $3,913,830 (24.5%) less than Siemens.

- Change Orders: Because RT's requirements were sufficiently defined in the RFP, and based on Alstom's track record, there is no basis for your evaluator's unfounded suspicion that a contract with Alstom would have an overall cost increase due to unnecessary change orders.

- Alstom has dramatically more refurbishment experience than Siemens: Alstom has refurbished or overhauled over 4,000 vehicles, including LRV's, while Siemens has yet to complete one vehicle overhaul/refurbishment in the United States.

- RT's evaluation documents and procurement review is impermissibly biased with comments expressing preference for Siemens due to it being based in Sacramento.

- In several areas, where Siemens were scored significantly higher than Alstom, there is evidence of arbitrary or capricious judgment by the evaluation team, which resulted in the Siemens' proposal having the appearance of best value.

- In response to the procurement review summary of trade offs provided by RT, Alstom has made a point by point analysis (see attachment 1)

Accordingly, Alstom urges RT to award the contract for UTDC Light Rail Vehicle Refurbishment to Alstom, or in the alternative to request both Siemens and Alstom to submit another BAFO to be reviewed by a different, independent group of evaluators or, if this is not possible, to rebid.

Alstom's price of $15,976,270 is $3,913,830 (24.5%) lower than Siemens

According to the report from Bravo on May 24, LTK had an estimate of 20.9M$ to complete the refurbishment. Adding the Siemens price to the component overhauls RT is sub-contracting separately, the Siemens price is over this estimate. When you further add the scope of work that Siemens has transferred to RT, Siemens' proposal is significantly higher than the LTK estimate.

As the Board of Directors is aware, the additional capital funding required, for this partially funded project, is not free. Should RT award the contract to Siemens, the additional bonds would have to be

sold to pay for the nearly $4 million extra. This would lead to an increased cost to the taxpayers of Sacramento and California of over $117, 000 per year based on an interest rate of 3%.

Your consultant's report of May 24th describes RT's unsubstantiated concern that change orders are more likely to occur with Alstom than with Siemens. However, the Bravo report itself describes how RT learned from the Utah Transit Authority's ("UTA") mistakes in a prior, similar project. There, the UTA provided an unclear initial work-scope resulting in change order issues. In contrast, RT utilized in-house experience and expertise along with LTK to develop a clear work-scope in the RFP. Consequently the probability of change orders due to unclear work-scope is very low.

Moreover, there is no basis to conclude that Alstom is a company that unfairly utilizes change orders to inflate a contract price. In reviewing the overhaul contracts referenced in Alstom's proposal, change orders for additional work represented less than 4% of the contract price (see attachment 2). The contract Alstom has just completed with Caltrans is a perfect illustration. There, Alstom's price was below the amount budgeted by Caltrans. Alstom completed the job on time and under budget. By contrast, Caltrans terminated its contract with Siemens for that same job in part due to the change orders Siemens requested.

In addition, Siemens has transferred risk and scope to RT in negotiations. (See attachment 3). For example, Siemens has limited its scope of axle replacement to 25%. While Alstom estimated it would need to replace 25%, it accepts the risk of replacing more if required (as envisaged in the RFP). If RT takes into account the recent Caltrans experience, and the risk-shifting Siemens has imposed on RT, it is clear that Siemens, not Alstom, presents RT with a real risk of change orders down the line.

Alstom refurbished over 4,000 vehicles while Siemens has yet to complete one refurbishment.

Alstom's proposal highlighted the vehicle refurbishments the company has completed. Alstom has completed over 4,000 vehicle refurbishments including LRVs (see attachment 4). In comparison, Siemens' proposal detailed its experience (see attachment 5). Siemens' experience is solely with the assembly of new vehicles and not refurbishment of older vehicles. The references called under Siemens "Rail Vehicle Rebuild" are virtually all system upgrades and replacement, not refurbishments. Although we recognize there are a number of LRV system upgrades in the RT project, the majority of the work is in the overhaul and refurbishment of trucks, car bodies and existing systems. With Alstom's high level of experience in refurbishments, Alstom is attuned to the engineering difficulties of refurbishment and reengineering of components and systems. Therefore Alstom, unlike Siemens, has the experience needed to address the variations that inevitably will be found between vehicles. This will be managed on a vehicle-by-vehicle basis by the Alstom engineer who is on site throughout the project, from NTP until completion of the last vehicle. Alstom's policy and experience is to accept and manage the variances between vehicles, and not make these a variation to contract issue.

As indicated in Alstom's letter to Mr Mattos of March 13th, there is a significant difference between refurbishing vehicles compared to building new ones. In refurbishment of any type of vehicle, a project

team must be skilled in evaluating the condition and effecting the repair of the sub-parts and dealing with fractional bills of material. These are not skills associated with a building new cars. It is clear that RT has not taken these differing skill sets into account in its evaluation.

The one vehicle refurbishment project referenced in Siemens' proposal is a contract with Caltrans for "Limited full vehicle overhaul and upgrade of HVAC and door systems" on 66 bi-level cars. Although Siemens started this contract, it never finished it. Technical difficulties Siemens encountered, combined with the commercial disagreements it had with Caltrans, led to the contract being terminated for convenience. Alstom, led by the same Project Management team it proposed to use for RT's contract, with support from the Alstom engineering group, was able to overcome the technical difficulties and complete the rebuild of the cars abandoned by Siemens, under budget and on time. It is patently unreasonable based on the documented experience of Alstom and lack thereof by Siemens, to rate Siemens higher – let alone *substantially* higher – than Alstom for a refurbishment contract.

Alstom is technically compliant and able to perform the work

RT has recognized that Alstom's proposal was responsive and technically compliant (see attachment 6) and in fact, Alstom and Siemens were scored similarly at the written proposal stage on technical compliance. At the negotiations on October 27th, Alstom gave RT a spread sheet detailing a line-by-line technical review (see attachment 7). At the negotiations, Alstom was asked to respond to questions posed by RT. No further questions were posed by RT on this matter. If RT did not have confidence that Alstom clearly understood the details of the work necessary to fulfill the contract, even after the detailed review presented, an objective team of evaluators surely would have sought to confirm that belief with questions or asked for more information. It did not, apparently content to claim that Alstom failed to demonstrate sufficient technical knowledge and thereby award the "local" competitor.

RT criticizes Alstom for succinctly stating that it would comply with particular RT requirements, in comparison to Siemens' more detailed responses. But if RT had any technical questions about Alstom's approach or ability to comply it should have asked further questions of Alstom, rather than assuming – with no foundation – that Alstom lacked an understanding of the requirements. Moreover, an examination of Siemens' supposedly more detailed responses shows that Siemens may have used more words, but the words used were simply a restating of RT's own requirement. Here are just two examples:

RFP Language	Siemens' Proposal	Alstom's Proposal
2.2.2 End Masks Contractor must inspect both ends of the vehicle for adhesion between the fiberglass end masks and metal carbody repair any damage to the fiberglass, replace any corroded rivets	**2.2.2 End Masks** Siemens will inspect both ends of the vehicle for adhesion between the fiberglass end masks and metal car body, repair any damage to the fiberglass, replace any corroded rivets with stainless	**2.2.2 End Masks** Alstom shall be compliant with the requirements of this section.

with stainless steel rivets, reseal with an RT-approved sealant, and touch-up the repaired surfaces.	steel rivets, reseal with an RT-approved sealant, and touch-up the repaired surfaces.	
3.2.1 Truck Inspection Contractor must disassemble and reassemble all trucks according to the carbuilder instructions included in Sections 4.6 and 4.7 of the UTDC Corrective Maintenance Manual and Section 4 of the UTDC Heavy Repair Manual. All parts removed during disassembly must be returned to RT for evaluation, except mounting hardware, bushings and other consumable parts which must be replaced with new parts supplied by the Contractor. RT, at its option, may return the parts as is, refurbish the parts, or provide new replacements.	**3.2.1 Truck Inspection** Siemens will disassemble and reassemble the trucks in accordance with original supplier's recommendations as stated in the UTDC Corrective Maintenance and Heavy Repair Manuals. All non-consumable truck parts will be examined by RT, who may decide to reuse, refurbish or provide replacement parts.	**3.2.1 Truck Inspection** Alstom shall be compliant with the requirements of this section.

There is no substantive difference between Siemens' response and Alstom's; both say that the company will do what the RFP requires although Siemens uses more words to say the same thing.

RT's evaluation comments and procurement review is biased with comments expressing preference for Siemens due to it being based in Sacramento

The fact that local bias, or some other impermissible hidden factor, infected the ratings process is made clear by a number of other factors. For example:

- 6 of the 7 evaluators in their comments justify why Siemens was selected made reference to the fact that Siemens was a local company. For example, evaluators stated: "Siemen's plant local"; "a large California Employer (+)"; "locally situated"; "Locale is a plus." One evaluator complained that Alstom was "from out of the area." Even without the other abnormalities cited in this letter, these comments also make Siemens' selection highly vulnerable to being overturned by the FTA or the courts.
- RT commented in its procurement review as part of its evaluation process that "Alstom does not possess any tooling or equipment for the project and intends to buy everything. Siemens local facility and having existing tools and equipment is an advantage to RT". Any tooling required by Alstom is included in its price. Any tooling required by Siemens is included in its price. If Siemens has spare tools, then the only advantage to RT would be that the Siemen's might be

able to lower its price. This comment was made in regards to approach to work, in which Siemens scored 25 more points than Alstom. Clearly, this demonstrates that RT's preference that Siemens is local has biased its evaluation.

- This local bias is also evident in other areas of the summary of trade off's used by RT to determine best value in the Procurement Review document), and also in the evaluators comments for Final Offers (See attachment 1).

The Technical evaluation by RT is arbitrary and capricious

- Between proposal and BAFO, the ratings panel Alstom's score was reduced by 30.5 points, despite the fact that Alstom was found to have answered RT's questions to RT's satisfaction.
- The scoring for the project manager is another area where the evaluation by RT is arbitrary and capricious. The RFP stated that "The Proposed Project Manager must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of work. The Project Manager must be experienced in managing a team of diverse professionals and in overseeing the preparation of technical documents. Proposer must indicate what percent of the Project Manager's working hours will be dedicated to this project. At least two recent client reference check contacts, which may not include current or former RT employees, must be provided for the proposed Project Manager."
    - The appropriate way to evaluate the project manager is on the work he has performed and the references he provides. The proposed Alstom Project Manager has recently completed the Caltrans 66 bi-level door and systems renovation to time and budget. He has also successfully managed wreck repairs for Caltrans, Caltrain and Amtrak. All these projects involved high levels of variation to work scope – the type of experience RT should be looking for in a project manager for this project. All of these projects were delivered to time, budget and customer satisfaction. He has also project managed the installation of Wi-Fi on the Amtrak fleet and on buses for Muni. Before that, the proposed project manager managed a $50M per year maintenance contract, and before that he managed refurbishment of helicopters. We believe that our proposed project manager is a strong and successful project manager and equal to any that can be found anywhere in the industry. Unbelievably, RT confirmed in the meeting of March 8th, that it had not made any effort to check the references of the project manager. To help RT and the board of directors, a copy of a letter of commendation by Caltrans is attached. (See attachment 8).
    - 4 of the 7 evaluators expressed concern about Alstom's project manager based on the fact that 15 years ago he obtained a degree from an institution that has been involved in publicized scandals. Regardless of the culpability of that institution in those cases, unspecified scandals that have nothing to do with the Project Manager himself can hardly justify downgrading Alstom's proposal.
    - Some members of the evaluation team knew the Siemens project manager and clearly used that personal knowledge to favor Siemens.

- Alstom's proposal was scored overall 30.5 points lower than Siemens for this category. And some of the evaluation team also indicated their scoring of the project team (which had a 20 points gap) was also negatively influenced by the Project Manager's degree

- The fact that the comments of the evaluators are similar, especially with regards to the comments of the Alstom Project manager's education, suggests that their BAFO evaluation was not independent.
- Earlier RT correspondence questioned the adequacy of Alstom's "infrastructure." By the terms of RT's Request for Proposals ("RFP"), infrastructure should not have been an issue since the proposers were required to use RT's own infrastructure to complete the work.. Seeing that RT is providing the infrastructure to both contractors, it was incorrect and grossly unfair to state that Alstom lacked the infrastructure needed for this project. But this was one of the comments made by the evaluation team in justifying their decision and was deemed important enough an issue to be raised and highlighted by Mr. Mattos in his letter of Feb. 28th in justifying that Siemens presented best value. RT's statement concerning Alstom's infrastructure is without rationale or substantiation and seems to be pretext for its bias in favor of a local company. [Karen, I liked your earlier, more detailed, description of the infrastructure requirements]

  RT provided Alstom with a copy of an independent review of RT's process. RT's independent outside review contains virtually no independent analysis of the proposals or explanation of why it would be reasonable for Siemens to score so much higher than Alstom. The outside reviewer found that RT followed an appropriate process, but it is not the process that is at issue; it is the objectively unreasonable conclusions the evaluation panel reach. It appears that this document was produced only to give weight to the decision taken by RT. Consequently there was no objective review of the proposals. The reasons RT's ratings panel have cited to date for the difference in scoring simply do not withstand analysis.

When determining the best value, Alstom requests that the Board of Directors recognize the impermissible factors that apparently clouded the judgment of many of the evaluators, gives due weight to the tremendous cost savings Alstom offers, and takes into account the facts that Alstom's vastly greater experience with the work RT needs to have performed. If it does, we believe the Board will reject its staff recommendation to award the contract to Siemens and either award to Alstom, or in the alternative to request both Siemens and Alstom to submit another BAFO to be reviewed by an different, independent group of evaluators.

Respectfully,

/s/ Jim Lindsay
Vice President and Customer Director

Via email: mnoble@sacrt.com
srobison@sacrt.com

Attachment 1.

Evaluation Criteria	Points	Trade Offs: Alstom	Trade Offs: Siemens	RT Position	Alstom Comments 4th June
Part 1 - The Firm; Major Subsystem Subcontractors:	10				
The Firm	5	Will hire most of workers locally, probably without any experience in the rail industry, after completion, transfer all support for the vehicles to TLS in Ill.	Will bring experienced LR worker from the Sacramento Facility. All of the aftermarket support, after completion, will remain at the same Sacramento facility.	Having the Contractor based locally allows them to be more flexible and better able to handle unplanned issues.	Local preference given to Siemens. There is no basis to decide that Alstom will hire people without experience - indicating arbitrary judgement
Experience		Alstom's proposal provided only Commuter and Heavy Rail projects as examples.	All examples provided were of Light Rail overhauls and refurbishment projects.	The risk to RT is higher with Alstom since they have no LRV experience multiplied by their proposal being vague in most areas.	Siemens examples did not inclue ANY vehicle overhauls.
		RT's experience with TLS is below standard since 2007 and has caused CAF vehicles (with Alstom propulsion equipment) to be out of service. Warranty and aftermarket repair work has taken at times up to a year for repaired parts to be returned to RT.	RT's experience with Siemens support has been consistent since the purchase of the U2 Vehicles in approximately1986.	RT believes that Siemens support for warranty and aftermarket located in the Sacramento Area will provide superior support over Alstom TLS.	After coming out of warranty 6 years ago, RT (led by one of the evaluators) tried to repair equipment themselves. Not only did they not repair these items but RT introduced faults into the equipment.
		Examples provided some complete vehicle overhauls, although none were of LRV's.	Examples provided were of complex sub-system refurbishments on LRV, including one with Sacramento RT for the Communication system for the U2a Vehicles.	Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many project working on Heavy/Commuter Rail.	Siemens has NO experience of refurbishing a vehicle, only Alstom has vehicle refurbishment experience which includes LRV's.
Financial Capacity		No issues.	No issues. Provided a cost savings to RT of a Parent Company Guarantee as a alternative to the Performance Bond.	Siemens suggestion saved $214K on the proposal cost.	Siemens price was 24% higher, even by offering a PCG which gives RT less protection.
Subsystem Suppliers	5	1) RT rejected the first supplier for the APS because the Supplier "Technologies Lanka" had no experience manufacturing APS units. Alstom later provided a second supplier that RT accepted. 2) Suggested a different Event Recorder than requested in the specifications, (RT did not reject).	All sub-systems met RT's requirements.	RT had concerns with Alstom's decision to pick an unknown, unproven APS supplier that had never designed the most complex sub-system required for the Vehicle refurbishment.	Alstom said it would review and agree all supplier choices with RT. RT finally accepted all Alstom's choices.
Supplier Experience		Suggested APS Supplier with no experience for the systems proposed to be supplied.	Suggested sub-supplier has been producing similar systems in the Light Rail Industry for many years.	RT would be concerned with Alstom using a sub-supplier that was a 'second choice' by the Proposer.	RT accepted Alstom's alternate APS supplier, yet has not accounted for this in its evaluation.
Manufacturing Capability		RT was concerned about the original APS supplier was relocating and the retention of experienced personnel.	All of the Sub-suppliers selected have proven success with Siemens.	RT would be concerned with Alstom decision of using a sub-supplier that would be relocating at the time of our project.	The alternate APS supplier chosen and accepted by RT is not relocating. This comment is no longer valid, yet Alstom is negatively scored.
Part 2 - Referenced Projects:	3	Alstom did not include any LRV projects, only heavy rail and commuter rail project provided.	Siemens provided several project all with LRV's. Siemens completed a complex project for RT. Alternate processes were suggested to RT that increased productivity and saved labor costs.	Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many projects working on Heavy/Commuter Rail.	Siemens has NO experience of refurbishing a vehicle, only Alstom has vehicle refurbishment experience which includes LRV's.
Part 3 - Project Staffing and Experience:	12				
Staffing Plan and Resumes		Besides the Project Manager (PM) and the Deputy PM, all of the other disciplines would be hired locally. RT is concerned that the staff hired locally will not have light rail industry experience.	All of the Project team will be provided from within Siemens existing experienced staff. Siemens hired as an expert technical support a former VTA employee that is familiar with the UTDC Vehicles.	RT is concerned that the learning curve with Alstom's staff would affect the project schedule and quality of the work, especially on the first few vehicles/prototypes.	There is no basis for Rt concern that people hired will not have the required experience. Siemens's proposed schedule was longer than Alstoms. Is the VP of Operations for Siemens really going to be on the shop floor in RT?
Project Manager		Original PM was rejected for no experience. The PM's resume stated his PM experience in future tense wording. An alternative PM was submitted and based on the resume was accepted by RT. Upon further investigation, RT found that his BS in Electrical Engineering education was from an unaccredited college featured on a 60 Minutes television program.	PM selected has a Masters in Electrical Engineering and has worked on past successful projects including one with RT.	The PM for Siemens had direct experience working with RT and was superior to Alstom's' choice.	RT's evaluators had a bias for a local PM that they know, and against a PM that they did not know on the basis of a degree obtained 15 years ago. Rather than reviewing his references they scored Alstom PM negatively even though RT told Alstom he was acceptable.
Part 4 - Technical Submittal:	35				

Attachment 1.

Evaluation Criteria	Points	Trade Offs: Alstom	Siemens	RT Position	Alstom Comments 4th June
Part 1 - The Firm; Major Subsystem Subcontractors:	10				
The Firm	5	Will hire most of workers locally, probably without any experience in the rail industry, after completion, transfer all support for the vehicles to TLS in Ill.	Will bring experienced LR worker from the Sacramento Facility. All of the aftermarket support, after completion, will remain at the same Sacramento facility.	Having the Contractor based locally allows them to be more flexible and better able to handle unplanned issues.	Local preference given to Siemens. There is no basis to decide that Alstom will hire people without experience - indicating arbitrary judgement
Experience		Alstom's proposal provided only Commuter and Heavy Rail projects as examples. RT's experience with TLS is below standard since 2007 and has caused CAF vehicles (with Alstom propulsion equipment) to be out of service. Warranty and aftermarket repair work has taken at times up to a year for repaired parts to be returned to RT. Examples provided some complete vehicle overhauls, although none were of LRV's.	All examples provided were of Light Rail overhauls and refurbishment projects. RT's experience with Siemens support has been consistent since the purchase of the U2 Vehicles in approximately1986. Examples provided were of complex sub-system refurbishments on LRV, including one with Sacramento RT for the Communication system for the U2a Vehicles.	The risk to RT is higher with Alstom since they have no LRV experience multiplied by their proposal being vague in most areas. RT believes that Siemens support for warranty and aftermarket located in the Sacramento Area will provide superior support over Alstom TLS. Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many project working on Heavy/Commuter Rail.	Siemens examples did not include ANY vehicle overhauls. After coming out of warranty 6 years ago, RT (led by one of the evaluators) tried to repair equipment themselves. Not only did they not repair these items but RT introduced faults into the equipment. Siemens has NO experience of refurbishing a vehicle, only Alstom has vehicle refurbishment experience which includes LRV's.
Financial Capacity		No issues.	No issues. Provided a cost savings to RT of a Parent Company Guarantee as a alternative to the Performance Bond.	Siemens suggestion saved $214K on the proposal cost.	Siemens price was 24% higher, even by offering a PCG which gives RT less protection.
Subsystem Suppliers	5	1) RT rejected the first supplier for the APS because the Supplier "Technologies Lanka" had no experience manufacturing APS units. Alstom later provided a second supplier that RT accepted. 2) Suggested a different Event Recorder than requested in the specifications, (RT did not reject).	All sub-systems met RT's requirements.	RT had concerns with Alstom's decision to pick an unknown, unproven APS supplier that had never designed the most complex sub-system required for the Vehicle refurbishment.	Alstom said it would review and agree all supplier choices with RT, RT finally accepted all Alstom's choices.
Supplier Experience		Suggested APS Supplier with no experience for the systems proposed to be supplied.	Suggested sub-supplier has been producing similar systems in the Light Rail Industry for many years.	RT would be concerned with Alstom using a sub-supplier that was a 'second choice' by the Proposer.	RT accepted Alstom's alternate APS supplier, yet has not accounted for this in its evaluation.
Manufacturing Capability		RT was concerned about the original APS supplier was relocating and the retention of experienced personnel.	All of the Sub-suppliers selected have proven success with Siemens.	RT would be concerned with Alstom decision of using a sub-supplier that would be relocating at the time of our project.	The alternate APS supplier chosen and accepted by RT is not relocating. This comment is no longer valid, yet Alstom is negatively scored.
Part 2 - Referenced Projects:	3	Alstom did not include any LRV projects, only heavy rail and commuter rail project provided.	Siemens provided several project all with LRV's. Siemens completed a complex project for RT. Alternate processes were suggested to RT that increased productivity and saved labor costs.	Siemens understanding of LRV and having several overhaul projects outweighs Alstom's many projects working on Heavy/Commuter Rail.	Siemens has NO experience of refurbishing a vehicle, only Alstom has vehicle refurbishment experience which includes LRV's.
Part 3 - Project Staffing and Experience:	12				
Staffing Plan and Resumes		Besides the Project Manager (PM) and the Deputy PM, all of the other disciplines would be hired locally. RT is concerned that the staff hired locally will not have light rail industry experience.	All of the Project team will be provided from within Siemens existing experienced staff. Siemens hired as an expert technical support a former VTA employee that is familiar with the UTDC Vehicles.	RT is concerned that the learning curve with Alstom's staff would affect the project schedule and quality of the work, especially on the first few vehicles/prototypes.	There is no basis for Rt concern that people hired will not have the required experience. Siemens's proposed schedule was longer than Alstoms. Is the VP of Operations for Siemens really going to be on the shop floor in RT?
Project Manager		Original PM was rejected for no experience. The PM's resume stated his PM experience in future tense wording. An alternative PM was submitted and based on the resume was accepted by RT. Upon further investigation, RT found that his BS in Electrical Engineering education was from an unaccredited college featured on a 60 Minutes television program.	PM selected has a Masters in Electrical Engineering and has worked on past successful projects including one with RT.	The PM for Siemens had direct experience working with RT and was superior to Alstom's' choice.	RT's evaluators had a bias for a local PM that they know, and against a PM that they did not know on the basis of a degree obtained 15 years ago. Rather than reviewing his references they scored Alstom PM negatively even though RT told Alstom he was acceptable.
Part 4 - Technical Submittal:	35				

Approach to Accomplish the Work	9	The responses were vague, most were answered with "Alstom shall be compliant with the requirements of this section". The Excel spreadsheet that Alstom provided at the October negotiations meeting provided very little additional information.	The proposal provided detailed descriptions for each step and Siemen's asked many additional questions during negotiations. Their approach was detailed beyond their proposal.	RT evaluation team concluded that Siemens had a better understanding of the project. RT was very concerned that Alstom did not fully understand of the vehicles and scope of work. Because their proposal was vague, RT could not be confident that Alstom would perform the work for the amount proposed.	Most responses by Siemens just restated what the RFP said. In written proposals, RT scored Alstom similarly to Siemens. RT's concern was not raised during negotiations and the gap in scoring was only widened at BAFO.
		During negotiations Alstom spent little time asking questions or presenting any additional information. Alstom presented alternative solutions to on-going Maintenance tools.	During negotiations Siemens asked many detailed questions regarding work coordination, vehicle workspace and work to be performed off-site at their Facility.		
		Alstom does not possess any tooling or equipment for the project and intends to buy everything.	Siemens manufacturing facility possesses the majority of the tooling needed for the project.	Siemens local facility and having existing tools and equipment is an advantage to RT.	Required tooling is included in the price for both Alstom and Siemens. There is no advantage to RT if Siemens has spare tools. This is an example of local bias.
		No Engineering costs were allocated to each vehicle; therefore, there were no allowances for engineering support on a per vehicle basis.	Distributed the Engineering costs throughout the 21 vehicles. RT anticipates that each vehicle will need some custom design solutions.	Vehicles will have some differences that will require engineering support. Siemens Proposal reflects a better understanding of the project needs.	All Alstom's engineering costs were included in itds price and Alstom engineer is required to be present at all times throughout the project.
		High risk for Change orders can increase the price post award.	Lower risk of change orders with the proposal.	The lower priced proposal was of higher risk. Siemens proposal was in depth and detailed. Alstom's proposal was vague and it was hard for RT to determine if all the work required was understood and priced accordingly	There is no basis to state that Alsom is a higher risk than Siemens. In fact, Siemens actions during negotiations are an indication that they are more likely to ask for change orders
		Up-front cost of 20% or $3,000,000 only allows 3 of the 7 LRV's to be completed with ARRA funding.	Up-front costs of $500,000 allows RT to complete the committed 7 Vehicles with the ARRA funds available.	RT believes that Siemens proposal distributed the engineering costs in a more realistic way.	Siemens has said that the terms of payment would be agreed only after award of contract. Alstom's price is 25% lower than Siemens. There is no requirement in the RFP to have 7 cars completed with ARRA funding.
		Training price was higher and they priced each line item as an average of the total price. The Manuals were priced much the same way, 4 out of 5 line items as an average of the total price.	Each bid price was priced individually in accordance with the scope of work.	Siemens proposal is in line with the Engineering estimate. Alstom's method for obtaining each line items pricing does not seem to be based on actual estimates.	Alstoms price is 4MS or 24% lower than Siemens.
Quality Control	5	Other than the PM all QA/QC daily functions will be brought in as new hires locally.	Proposed process is well outlined and established. LRV trained inspector will be used from their Sacramento facility.	Siemen's approach of using a QA/QC manager who already has experience in the LRV industry will ensure better quality management over Alstom's hiring of a local person with unknown LRV experience.	While Alstom hires are new to the area they are not necessarily be new to LRV. There is no basis to make that conclusion.
Compliance with Technical Specifications	8	The Team finds that there is little to evaluate since the proposal had little detail.	The proposal was well written and detailed, many additional issues were brought up during negotiations that provide RT with assurance that Siemens had a complete understanding of the work.	The Team feels that the risk of unanticipated issues would be greatly reduced by selecting Siemens.	RTs scoring at written proposals on technical compliance does not support this subjective "feeling" after the decision.
Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*					
Auxiliary Power System	3	Second Offer was approved	The Supplier is also being used on Siemens new LRV's.	The team believes that a proven system currently in use by Siemens will provide a better product for RT.	RT approved and accepted Alstom's alternate choice.
Communications System	3	Proposed same Supplier	Proposed same Supplier	None	
Event Recorder System	2	Proposed a different supplier than requested.	Proposed what RT requested.	RT suggested that either Bach-Simpson or Secheron be supplied, Alstom suggested a system unknown to RT	RT accepted Alstom's choice, which is compliant to the specifications..
Project Schedule	5	The project schedule did not start the teardown of any vehicle until 2nd quarter of 2012 at the same time the major sub-systems are scheduled to be procured. No truck assemblies from the last vehicle were considered to be used as floaters.	Siemens approach is to remove the trucks from the last vehicle on the schedule to use as floater components at NTP. Teardown on LRV 1 & 2 would start the next month.	RT believes the Siemens approach allows the most flexibility in components; their decision to teardown the first vehicles at the start also provides a way to find any unforeseen issues. Alstom waiting until the major components are available is more of a risk than Siemens plan to teardown the vehicles right after NTP to allow more time to address unplanned scope earlier in the project.	Siemens' proposed schedule will take longer to deliver the vehicles, whereas Istom said it would comply. Alstom has experience in complying to schedule and budget in vehicle overhauls while Siemens does not have any experience.
Price	N/A	Alstom received the maximum allowed points for submitting the lowest price.	Siemens received lower points for submitting the higher priced proposal.	Price points were allocated on a mathematical basis per the RFP.	While the gap in price is limited mathmatically, the gap in technical evaluations is not limited - allowing subjective or arbitrary judgement to outweigh pricing.

RFP Title: UTDC Light Rail Vehicle Refurbishment
RFP No.: 2010043
Date: February 15, 2012

FINAL OFFERS

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	elected to not score		
3	Part 2 - Referenced Projects			
12	Part 3 - Project Staffing & Experience			
35	Part 4 - Technical Submittal			
40	Part 5 - Price Proposal			
	Totals	0	0	
	Rank			NA

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	4	9	
3	Part 2 - Referenced Projects	1	3	
12	Part 3 - Project Staffing & Experience	2	11	
35	Part 4 - Technical Submittal	24	31	
40	Part 5 - Price Proposal	40	32	
	Totals	71	86	
	Rank			Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	2	2	
12	Part 3 - Project Staffing & Experience	6	12	
35	Part 4 - Technical Submittal	23	28	
40	Part 5 - Price Proposal	40	32	
	Totals	78	83	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	9	9	
3	Part 2 - Referenced Projects	2	2	
12	Part 3 - Project Staffing & Experience	3	10	
35	Part 4 - Technical Submittal	30	31	
40	Part 5 - Price Proposal	40	32	
	Totals	84	84	
	Rank	1	2	Tied

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	5	9	
3	Part 2 - Referenced Projects	2	3	
12	Part 3 - Project Staffing & Experience	3	12	
35	Part 4 - Technical Submittal	20	29	
40	Part 5 - Price Proposal	40	32	
	Totals	70	85	
	Rank	2	1	Siemens

Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	5	8	
3	Part 2 - Referenced Projects	2	1	
12	Part 3 - Project Staffing & Experience	5	10	
35	Part 4 - Technical Submittal	21	26	
40	Part 5 - Price Proposal	40	32	
	Totals	**73**	**77**	
	Rank	2	1	Siemens
Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	6.5	9.5	
3	Part 2 - Referenced Projects	2.5	2.5	
12	Part 3 - Project Staffing & Experience	5.5	12	
35	Part 4 - Technical Submittal	20	31	
40	Part 5 - Price Proposal	40	32	
	Totals	**74.5**	**87**	
	Rank	2	1	Siemens
Possible Points	[redacted]	Alstom	Siemens	
10	Part 1 - The Firm	7	9	
3	Part 2 - Referenced Projects	3	2	
12	Part 3 - Project Staffing & Experience	2	12	
35	Part 4 - Technical Submittal	21	30	
40	Part 5 - Price Proposal	40	32	
	Totals	**73**	**85**	
	Rank	2	1	Siemens
	OVERALL TOTAL	523.5	587	
	AVE. WEIGHTED	75	84	
	AVE. RANK	1.4	0.9	

Highest Ranked: Siemens
Second Ranked: Alsom

The Evaluation Committee met on February 15, 2012 to discuss and score the Final Offers.

Prepared By: Sue Robison
Procurement Services/Contract Administration

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	53

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	85

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed N[redacted])

2-15-12
(Date)

[redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	1
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	30

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)	40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	70

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

(Printed Name)

2-15-12

(Date) (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - UTDC Evaluation Commments

From: [redacted]
To: Sue Robison
Date: 2/16/2012 4:56 PM
Subject: UTDC Evaluation Commments

SIEMENS:

Siemens has invested a great deal of time during the development of the RFP and during the negotiations. This was demonstrated by the detail of the technical questions that were raise during these periods. The staffing including the Project Manager has provided the experience needed to accomplish this refurbishment contract and has also proven their ability to perform this type of task with the Communication Retrofit Project. Also being local will benefit the project with the minimum amount of overhead needed to accomplish this task.

ALSTOM:

Although Alstom is a large and capable company, the experience working with light rail vehicles raises concerns. The lack of detail and technical questions provided by Alstom's proposal and during negotiation was close to zero, which can potential generate the need for change orders because of the lack of understanding the details needed for this refurbishment. The Project Manager also raised concerns along with his credentials and actual experience with light rail vehicles. Helicopters was his specialty. Also it was stated that the team would be built up once awarded which also causes the concern of not having the in house expertise. It was also acknowledge that the lack of support that Alstom currently provides with the existing products is currently below standards, which will potential cause problems for RT if Alstom is the Car Builder.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	8
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	10
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	26
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	45

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	77

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Print)

2.15.12 (Date) [redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

- RT has previous experience with the PM.
- Locale is a plus. They have resources readily available.
- It appears that significant effort and research was given to RT questions.
- Better feeling that Siemens has a thorough understanding of the scope.

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	5
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	5
	A.	Staffing Plan and Resumes	6 points	3
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	21
	A.	Approach to Accomplish the Work	9 points	5
	B.	Quality Control	5 points	3
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	3
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	33

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	40
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	✓
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	✓
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	✓
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	✓
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	✓
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	✓
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	✓
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	✓
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	✓
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	✓
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	✓
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	73

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printe[redacted]

2.15.12 (Date) [redacted] Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

- Very concerned about PM background and education certification.
- It appears that Alstom will be hiring the majority of their team from scratch.
- There didn't appear to be a lot of detail in their responses to RT questions.
- They appeared to flip flop on the PM

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	7
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	53

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	85

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	3
	B.	Quality Control	5 points	2
	C.	Compliance with Technical Specifications	8 points	4
	D.	Relevant Design and Manufacturing of Subsystems *- New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	33

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	73

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date)

[redacted]

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - 2nd UTDC Evaluation

From: [redacted]
To: Sue Robison
Date: 2/15/2012 3:25 PM
Subject: 2nd UTDC Evaluation
Attachments: Proposal Evaluation Weakness.doc[redacted]

Sue,

The attachment contains my comments backing up my change in scoring the proposals for the UTDC project.

Thanks,

[redacted]

Alstom Proposal Evaluation Weakness

In the first evaluation and rating the issue of the Program Manager and the qualifications loomed large. I felt the individual first identified did not possess the education qualifications expected of this type of position. Alstom identified a new project manager in the updated submittal. The Project manager, Mr. Telly Sionides possesses a Bachelors Degree from "American State University, of Evanston Wyoming. American State University. Research of American State University said this institution was first established in the State of Hawaii, it was closed by that state and moved to Wyoming and renamed Hamilton University where it was closed by court order and reopened in the Bahamas and named Richardson University. The school is reported to be a diploma mill and was the subject of a 60 Minutes story.

I changed my score for Project manager from a 2 to a ZERO. I lowered my Staffing Plan Resume score from a 4 to a 2, based on this information.

Alstom changed the Auxiliary Power System provider to a respected company known in the transit industry so I raised my score on this item from 2 to 3.

My Alstom score was reduced from the first evaluation from 77 points to 73 points.

Siemens Proposal Evaluation

I did not change my scoring of the Siemens proposal. I felt Siemens submitted a solid proposal with reasonably well thought out work flow processes.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	3
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	8
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	54

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price X 40 Proposer's Total Price (including RT-determined costs for off-site work)	40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	✓
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	✓
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	✓
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	✓
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	✓
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	✓
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	✓
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	✓
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	✓
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	✓
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	✓
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	86

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted]

2/15/12
(Date)

[redacted]
(Signature)

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	✓
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	2
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	2
Part 2 - Referenced Projects:			**3 points**	1
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2
	B.	Project Manager	6 points	Ø
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	31

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	✓
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	✓
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	✓
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	✓
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	✓
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	✓
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	✓
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	✓
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	✓
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	✓
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	✓
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	✓
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	71

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Print)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

From: [redacted]
To: Sue Robison
Date: 2/16/2012 7:44 AM
Subject: UTDC Retrofit Project Evaluation Comments
Attachments: [redacted]

** Confidential **
Good Morning Sue...

Here are my selection justification comments for the UTDC Retrofit Project [redacted]

Siemens:

Overall they performed a more thorough investigation of the current condition of the vehicles and appear to have a more comprehensive understanding of the condition of the vehicle fleet ; therefore, their pricing more accurately reflects the required work.

They have a manufacturing facility and highly trained labor force located in the area where they have immediate access to engineering and additional labor support if required. Additionally, warranty claims can be handled in a more expeditious and timely manner given their resources that are immediately available.

The proposed Project manager has preformed work for RT previously and demonstrated his ability to not only bring the project in on time and within budget - there were no change orders or additional charges and throughout the course of the project and they proposed modifications to the project that enhanced their productivity and offered long term ease of maintenance to RT's maintenance staff.

Alstom:

They have no staff or facilities to support the project - all project labor will have to be hired and in the event additional labor or resources are required there will be a delay during the hiring and training process.

The Proposed project manager has limited to no experience managing a project of this nature and has a degree from a college that didn't require any classroom attendance and was the subject of a 60 minutes expose.

Alstom's investigation of the current state of the vehicles was cursory and limited which leads to the very real possibility that they do not fully understand the requirements for successfully completing the project on time or within their proposed pricing.

Access to engineering support and their logistical supply line is hindered due to their being located on the east coast and overseas facilities thus resulting in delays to investigation and resolution of any potential project issues that may/will arise.

Alstom currently has provided the propulsion and auxiliary inverter systems for RT's CAF fleet of vehicles. During proposal interviews the Alstom personnel were unaware of that they had any product being used by RT. Their lack of knowledge of this demonstrates their lack of understanding of RT's fleet and the project requirements.

Alstom warranty and aftermarket support of RT's current Alstom products being utilized by RT is virtually non-existent. RT has struggled to maintain vehicle availability due to the lack of technical and parts support. RT has been working with the FTA for over a year, attempting to obtain replacement propulsion inverter components due to Alstom's inability to meet Buy America requirements which has resulted in our having 6 vehicles out of service. This demonstrates that Alstom's is unable to provide the required aftermarket parts and warranty support required by the project specifications.

[redacted]

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4.5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	5.0
Part 2 - Referenced Projects:			**3 points**	2.5
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6.0
	B.	Project Manager	6 points	6.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8.0
	B.	Quality Control	5 points	4.0
	C.	Compliance with Technical Specifications	8 points	7.0
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3.0
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	4.0
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	55.0

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	87

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

During negotiations Siemen assured RT that Quality was top priority and they showed that they would more than adequately staff and provide the right qualified independant personnel for independant QC inspections and tests.

Siemens is very detailed and thought through the technical specs in all areas. There seems to be no risk in that they understand the work.

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	3.0
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3.5
Part 2 - Referenced Projects:			**3 points**	2.5
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	2.5
	B.	Project Manager	6 points	3.0
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	3.0
	B.	Quality Control	5 points	2.0
	C.	Compliance with Technical Specifications	8 points	5.0
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1.5
		Communications System	3 points	3.0
		Event Recorder System	2 points	2.0
	E.	Project Schedule	5 points	3.5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	34.5

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	74.5

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date)

[redacted] (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

Alstom said they will do QC but they would still need to hire someone, which there is a risk.

Not enough detail in tech specs. They did not discuss their detailed approach to all items. Big risk here.

Also, they are from out of this area and there may be resource issues.

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	6
	B.	Project Manager	6 points	6
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	2
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	51

FINAL OFFERS FEBRUARY 15, 2012

	EVALUATION CRITERIA	Maximum possible score	SCORE
Part 5 - Price Proposal:			
	Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40	40 points	
Sub-Total	**PRICE SCORE**	**40 points**	32
	Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit	Compliant/ Non-Compliant	
	Form V-3 - Receipt of Addenda	Compliant/ Non-Compliant	
	Form V-4 - Interests and Gratuities Certification	Compliant/ Non-Compliant	
	Form V-5 - Campaign Contribution Disclosure Form	Compliant/ Non-Compliant	
	Form V-6 - Certification Regarding Organizational Conflicts	Compliant/ Non-Compliant	
	Form V-7 - Certification Regarding RT's Form of Agreement	Compliant/ Non-Compliant	
	Form V-8 - List of Principals and Officers	Compliant/ Non-Compliant	
	Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Compliant/ Non-Compliant	
	Form V-10 - FTA Certification of Restrictions on Lobbying	Compliant/ Non-Compliant	
	Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act	Compliant/ Non-Compliant	
	Form V-12 - FTA Buy America Certificate	Compliant/ Non-Compliant	
	Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act	Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	83

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 (Date) [redacted]

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	
	A.	The Firm Experience Financial Capacity	5 points	4
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	3
Part 2 - Referenced Projects:			**3 points**	2
Part 3 - Project Staffing and Experience:			**12 points**	
	A.	Staffing Plan and Resumes	6 points	4
	B.	Project Manager	6 points	2
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	4
	B.	Quality Control	5 points	4
	C.	Compliance with Technical Specifications	8 points	7
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	1
		Communications System	3 points	2
		Event Recorder System	2 points	1
	E.	Project Schedule	5 points	4
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	38

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	
Sub-Total	**PRICE SCORE**	**40 points**	40
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	78

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: [redacted] (Printed Name)

2/15/12 [redacted]
(Date)

FINAL OFFERS FEBRUARY 15, 2012

Sue Robison - UTDC comments

From: [redacted]
To: Colleen Elder; Sue Robison
Date: 2/16/2012 3:59 PM
Subject: UTDC comments

Sorry for the late reply, but here are my comments. Let me know if you have any questions about anything.

Siemens
Siemens demonstrates a clear understanding of the project. The information from them was detailed and provided adequate information on the general project plan, work flow, and specific subsystems. The project team has the education and experience commensurate with a project of this size and scope. Siemens has local support and expertise to quickly address any engineering issues that may arise.

Alstom
Alstom's proposal is too general and does not provide enough detail to demonstrate that they have a clear understanding of the project. The up front costs in their pricing is not in line with RT's funding plan. The project team does not have the depth that Siemen's proposed team does.

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *SIEMENS INDUSTRY, INC.*

		EVALUATION CRITERIA	Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	9
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2 2
Part 3 - Project Staffing and Experience:			**12 points**	10
	A.	Staffing Plan and Resumes	6 points	5
	B.	Project Manager	6 points	5
Part 4 - Technical Submittal:			**35 points**	
	A.	Approach to Accomplish the Work	9 points	8
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	5
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5 31
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	52

FINAL OFFERS FEBRUARY 15, 2012

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	32
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	84

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ _____
(Date) (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *SIEMENS INDUSTRY, INC.*

DETAILED PROPOSAL Presented.
Locally situated and past history.
Staffing presented is familiar to the
Industry

FINAL OFFERS FEBRUARY 15, 2012

UTDC LIGHT RAIL VEHICLE REFURBISHMENT

RFP No.: 2010043

PROPOSAL EVALUATION FORM

Contractor's Name: *ALSTOM*

EVALUATION CRITERIA			Maximum possible score	SCORE
Letter of Transmittal			Compliant/Non-Compliant	
Part 1 - The Firm; Major Subsystem Subcontractors:			**10 points**	9
	A.	The Firm Experience Financial Capacity	5 points	5
	B.	Subsystem Suppliers Supplier Experience Manufacturing Capability	5 points	4
Part 2 - Referenced Projects:			**3 points**	2 2
Part 3 - Project Staffing and Experience:			**12 points**	3
	A.	Staffing Plan and Resumes	6 points	3
	B.	Project Manager	6 points	0
Part 4 - Technical Submittal:			**35 points**	30
	A.	Approach to Accomplish the Work	9 points	6
	B.	Quality Control	5 points	5
	C.	Compliance with Technical Specifications	8 points	6
	D.	Relevant Design and Manufacturing of Subsystems - *New Subassembly Components:*		
		Auxiliary Power System	3 points	3
		Communications System	3 points	3
		Event Recorder System	2 points	2
	E.	Project Schedule	5 points	5
Sub-TOTAL		**QUALIFICATIONS AND TECHNICAL SCORE**	**60 points**	44

FINAL OFFERS FEBRUARY 15, 2012

[redacted]

EVALUATION CRITERIA		Maximum possible score	SCORE
Part 5 - Price Proposal:			
Form V-1 - Proposal Price **(separately sealed envelope)** Proposer's Score = Lowest Total Price / Proposer's Total Price (including RT-determined costs for off-site work) X 40		40 points	40
Sub-Total	**PRICE SCORE**	**40 points**	
Proposal Security **(separately sealed envelope)** Form V-2A – Bid Bond, or Form V-2B - Irrevocable Letter of Credit		Compliant/ Non-Compliant	C
Form V-3 - Receipt of Addenda		Compliant/ Non-Compliant	C
Form V-4 - Interests and Gratuities Certification		Compliant/ Non-Compliant	C
Form V-5 - Campaign Contribution Disclosure Form		Compliant/ Non-Compliant	C
Form V-6 - Certification Regarding Organizational Conflicts		Compliant/ Non-Compliant	C
Form V-7 - Certification Regarding RT's Form of Agreement		Compliant/ Non-Compliant	C
Form V-8 - List of Principals and Officers		Compliant/ Non-Compliant	C
Form V-9 - FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion		Compliant/ Non-Compliant	C
Form V-10 - FTA Certification of Restrictions on Lobbying		Compliant/ Non-Compliant	C
Form V-11 - FTA Certification Regarding Clean Air Act and Federal Water Pollution Control Act		Compliant/ Non-Compliant	C
Form V-12 - FTA Buy America Certificate		Compliant/ Non-Compliant	C
Form V-13 - Certificate of Compliance With Drug and Alcohol Testing and Drug-Free Workplace Act		Compliant/ Non-Compliant	C
TOTAL	**TOTAL EVALUATION SCORE**	**100 points**	84

Scoring Range

Excellent	Good	Average	Below Average	Unsatisfactory
10	7	5	3	0

Rating Performed By: _____
(Printed Name)

_____ _____
(Date) (Signature)

FINAL OFFERS FEBRUARY 15, 2012

Strengths/Weaknesses: *ALSTOM*

Staffing does not present as much experience.

NO DETAIL TO THEIR PROPOSAL.

NOT REALLY convinced if they understand our technical Specifications

FINAL OFFERS FEBRUARY 15, 2012

Attachment 2

ALSTOM Overhaul Projects in last 8 years

Customer	Scope of Work	Original Selling Price ($k)	Final Total Selling Price ($k)	Delta
MARTA	Rehabilitation of CQ310 & CQ311 Series Transit Cars	$ 239,285	$ 243,667	1.8%
WMATA	Remanufacture Breda 2000/3000 Series Transit Cars	$ 328,816	$ 357,015	7.9%
Maryland	Overhaul MTA EMU-type Commuter Heavy Rail Cars	$ 80,633	$ 82,583	2.4%
NJT	Comet II Overhaul of push-pull car	$ 85,018	$ 85,118	0.1%
			Average % Change from Ori. SP	**3.0%**

Attachment 3

Scope Transference by Siemens

Chapter	RT RFP	Siemens	Alstom
3	Contractor to replace axles if damaged and unrepairable	Siemens states only 25% replacement for entire contract	Alstom to provide up to 100% replacement without change order to SacRT
3	Contractor to replace all worn track brake elements	Siemens states RT to supply elements	Alstom to replace worn track brake elements with Alstom sourced mat'l
5	Contractor to provide and install APS	Siemens providing mock-up and NRC due to no previous experience with vehicle	Alstom using APS that is currently used on UTA's fleet of UTDC cars; no requirement for mockup
6	Contractor to replace HVAC compressor with OEM remanufactured	Siemens states test and replace defective units only	Alstom (Westcode) to replace all compressors with remanufactured
8	Contractor to install train radio and digital video recorder, each require DC/DC converter to be supplied	Siemens makes no mention of providing converters	Alstom providing DC/DC converters for correct voltage to RT supplied radios and video monitoring system
10	Contractor to install RT provided railroad light assembly	Siemens states they will provide unit common to Siemens SD160 LRV	Alstom to install RT provided railroad light assembly
10	Contractor to replace defective and damaged power resistors	Siemens states RT to supply elements	Alstom to replace resisters and hardware with Alstom sourced mat'l

Transference of Risk by Siemens

Siemens Proposal and negotiations Transfer Risk to RT

- Siemens do not take responsibility for the availability and reliability of their product
- Siemens shorten the warranty period
- Siemens look to receive more cash up front
- Siemens look to increase its benefit in the event of termination for convenience
- Siemens seeks greater indemnification from RT
- Siemens lengthen the duration to deliver the overhauled vehicles

Does this behavior represent "best value" to RT?

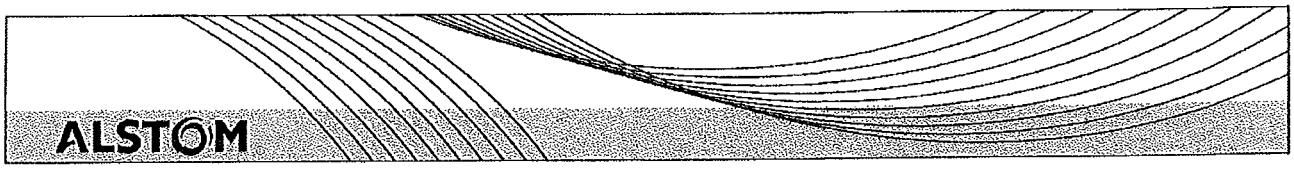
CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
MARTA Contract No.: RFP P4113 Tesa Gonzales Program Manager 2424 Piedmont Road NE Atlanta, GA 30324 Tel: (404) 848-5099 Fax: (404) 848-5621 E-mail: tgonzales@itsmarta.com	Rehabilitation of CQ310 & CQ311 Series Transit Cars Value: $ 266 M	238	02/03	A - 03/05	A- 12/08	12/10
WMATA Contract No. KK-0154 Mr. Fred Brink, Program Manager Washington Metropolitan Area Transit Authority 600 Fifth Street, NW Washington, DC 20001 Phone: (202) 962-1089 Fax: (202) 962-1105	Remanufacture Breda 2000/3000 Series Transit Cars Value: $328 M	364	12/00	A - 11/02	A - 11/08	11/10
CTA Contract No. C97F16925 Mr. Walter Keevil, Chief Rail Equipment Engineer Chicago Transit Authority 3701 W. Oakton Street Skokie, IL 60076 Phone: (847) 763-8926 Fax: (847) 676-0496	Remanufacture 2600 Series Transit Cars Value: $345 M	598 total (base + options)	01/98	A - 12/98	A - 10/02	10/02
NJ TRANSIT Contract No. 99RS-705 Mr. Jim Schworn NJT Corporate Headquarters Procurement Department One Penn Plaza East Newark, NJ 07105 (973) 491-7522	Comet II Overhaul of push-pull car. Value: $85 M	116 Base + 44 Options	07/02	A - 09/02	A - 03/04	03/04

Attachment 4

CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
Metro North Contract No. 200660, 200661, 200662 & 200663 Mr. Alfred Muir Manager Contract Administration Metro North Railroad 347 Madison Ave NY, NY 10017-3739 (212) 340-2348 ext. 4034	Repair of fire damaged cars Value: $ 1.6 M	4	12/00	A - 01/02	A - 02/02	03/02
MARYLAND MASS TRANSIT Contract No. 04910140 Mr. Thomas Shockley Chief Equipment Engineering Maryland Dept of Transportation 6 Saint Paul Street Baltimore, MD 21202-1614 (410) 767-3319	Overhaul MTA EMU-type Commuter Heavy Rail Cars Value: $82M	80 Base + 20 Options	07/02	A - 11/02	A - 12/05	02/06
MBTA Contract No. 622 Karen McGann, Mgr. Car Procure. Massachusetts Bay Transportation Authority Ten Park Plaza Boston, MA Phone: (617) 222-5502 Fax: (617) 222-5349	Overhaul Pullman Commuter Rail Coaches Value: $29.6M Options Value: $4M	51 6	02/95 07/95	A - 12/95	A - 12/96	12/97 12/97
MBTA Contract No. 625 Karen McGann, Mgr. Car Procure. Massachusetts Bay Transportation Authority Ten Park Plaza Boston, MA Phone: (617) 222-5502 Fax: (617) 222-5349	Overhaul Boeing Vertol LRVs Value: $15.7 M	55	06/95	A - 01/96	A - 05/97	05/97
CHICAGO (METRA) Contract No. K22513 Richard Tidwell 547 W. Jackson Boulevard Chicago, IL Phone: (312) 322-8990 Fax: (312) 322-8974	Remanufacture Highliner Commuter EMU Double Decker rail cars. First 2 cars built in Hornell, the remainder in our Chicago 103rd Street facility. Value: $126M	140	03/92			03/96

CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
METRO-NORTH COMMUTER RAILROAD Contract No. 9003 Ron Yutko, P.E., Senior Director Capital Programs 420 Lexington Avenue, 11th Floor New York, NY Phone: (212) 499-4403 Fax: (212) 499-4420	Remanufacture M2 Series Transit Cars (2nd time M2 cars were remanufactured by ALSTOM) Value: $21.2M Options Value: $9M	48 18	07/93 01/96	A - 03/94 A - 10/96	A - 06/95 A – 04/97	11/95 04/97
SOUTHERN PACIFIC Contract No. 0760 Chet Kikla c/o MK Rail 4600 Apple Street Boise, ID Phone: (208) 389-4814 Fax: (208) 389-4867	Remanufacture of SD-40M2 Locomotives Value: $39M	43	12/93	A - 04/94	A - 02/95	02/95
TURBOMECA/AMTRAK Contract No. 565 Forrest Felock 2709 Forum Drive Grand Prairie, TX Phone: (972) 606-7630 Fax: (972) 606-7692	Light Overhaul and Turbine Propulsion Upgrade Value: 1.1M	2	05/94	A - 12/94	A - 12/94	12/94
SAN FRANCISCO (MUNI) Contract No. 435 Elmer Nelson San Francisco Municipal Railway 1145 Market St., 6th Floor San Francisco, CA Phone: (415) 554-3456 Fax: (415) 554-1837	Rehabilitate PCC Cars Value: $7.0M Options Value: $2.3M	14 3	08/92 11/93	A - 08/93 A – 03/95	A - 12/93 A – 03/95	12/93 02/95
NORTHERN VIRGINIA TRANSPORTATION COMMISSION Contract No. 92-3 Ed Barber 4350 North Fairfax Drive, Suite 720 Arlington, VA Phone: (703) 524-3359 Fax: (703) 524-1756	Light Overhaul of Ex-RDC Budd Cars Value: $4M	38	01/92	A - 05/92	A - 10/92	08/92
NYCT Contract No. R-33539 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-44 Series Transit Cars Value: $101M	140	03/90	A - 06/91	A - 09/92	07/92

CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
NYCT Contract No. R-33579 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-46 Series Transit Cars Value: $320M	752	01/89	A - 05/90	A - 12/91	12/91
CHICAGO (METRA) Contract No. K01037 Richard Tidwell 547 W. Jackson Boulevard Chicago, IL Phone: (312) 322-8990 Fax: (312) 322-8974	Remanufacture Highliner Commuter Double Decker EMU Rail Cars. All cars built in Hornell. Value: $14M	23	05/89	A - 02/90	A - 03/91	02/91
METRO-NORTH COMMUTER RAILROAD Contract No. 83747 Ron Yutko, P.E., Senior Director Capital Programs 420 Lexington Avenue, 11th Floor New York, NY Phone: (212) 499-4403 Fax: (212) 499-4420	Remanufacture Comet 1-A Transit Cars Value: $4M	8	04/89	A - 07/90	A - 12/90	01/91
METRO-NORTH COMMUTER RAILROAD Contract No. 030181 Ron Yutko, P.E., Senior Director Capital Programs 420 Lexington Avenue, 11th Floor New York, NY Phone: (212) 499-4403 Fax: (212) 499-4420	Remanufacture M2 Series Transit Cars Value: $42M	123	09/85	A - 12/86	A - 07/89	07/90
NYCT Contract No. R-33561 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-32-II Series Transit Cars Value: $130M	295	06/88	A - 01/89	A - 06/90	06/90
SEPTA Contract No. 330502 Pat Nowakowski, Asst. Gen. Mgr. Southeastern Pennsylvania Transportation Authority 1234 Market Street, 13th Floor Philadelphia, PA Phone: (215) 580-8280 Fax: (215) 580-8282	Remanufacture Silverliner II/III Transit Cars Value: $24.2M	58	08/87	A - 11/88	A - 06/90	06/90



CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
NYCT Contract No. R-33547 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-42 Series Transit Cars Value: $115M	282	04/87	A - 02/88	A - 03/90	11/89
NYCT Contract No. R-33538 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-32 Series Transit Cars Value: $118M	290	04/87	A - 02/88	A - 07/89	07/89
NJ Transit Contract No. 86042 Frank Hopper 1 Penn Plaza East Newark, NJ Phone: (201) 491-7462 Fax: (201) 491-7597	Remanufacture Arrow-I Transit Cars Value: $11M	30	09/86			09/88
METRO-NORTH COMMUTER RAILROAD Contract No. 000380 Ron Yutko, P.E., Senior Director Capital Programs 420 Lexington Avenue, 11th Floor New York, NY Phone: (212) 499-4403 Fax: (212) 499-4420	Remanufacture M2 Series Transit Cars Value: $15.1M	40	02/86			07/87
NYCT Contract No. R33528 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-26 / R-28 Series Transit Cars Value: $42M	210	05/85			03/87
NYCT Contract No. R31499 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-29 Series Transit Cars Value: $41.3M	236	01/85			03/87

CLIENT	SCOPE OF WORK	QUANTITY	AWARD	First Delivery C-Contractual A- Actual	Last Delivery C-Contractual A- Actual	CONTRACT COMPLETE
METRO-NORTH COMMUTER RAILROAD Contract No. 000380 Ron Yutko, P.E., Senior Director Capital Programs 420 Lexington Avenue, 11th Floor New York, NY Phone: (212) 499-4403 Fax: (212) 499-4420	Remanufacture M2 Series Transit Cars Value: $34.4M	80	03/84			12/86
NYCT Contract No. R33535 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-551	Overhaul and Modification of R-44 Series Transit Cars to AC Propulsion Staton Island Cars (SIRTOA) Value: $1.2M	4	06/85			05/86
CTA Walter Keevil, Ch. Rail Equip. Eng. Chicago Transit Authority 3701 W. Oakton Street Skokie, IL Phone: (847) 763-8926 Fax: (847) 676-0496	Remanufacture 5-50 Series Transit Cars Value: $8.3M	45	09/84			12/85
NYCT Contract No. R33519-2 Gene Sansone New York City Transit 130 Livingston Street Brooklyn, NY 11201 Phone: (718) 694-4484 Fax: (718) 694-5510	Remanufacture R-36 Series Transit Cars Value: $23M	214	03/83			03/85
NJ Transit Contract No. 83-0021 Frank Hopper 1 Penn Plaza East Newark, NJ Phone: (201) 491-7462 Fax: (201-491-7597	Remanufacture Arrow-II Transit Cars Value: $22M	24	06/83			12/84

Siemens Customers (Total no. of cars)	Number of Cars	Vehicle Type	Vehicle Delivery Date
HOUSTON (18)	18	6 AXLE S70	2004
	19	6 AXLE S70	2012
MINNEAPOLIS (41)	41	6 AXLE S70	2013
CHARLOTTE (20)	16	6 AXLE S70	2007
	4	6 AXLE S70	2010
NORFOLK (9)	9	6 AXLE S70	2009
TWIN CITIES II (41)	41	6 AXLE S70	2012
ATLANTA (4)	4	6 AXLE S70	2011

Note: High floor vehicles are highlighted in blue

1.1.2.1 Past Experience "Rail Vehicle" Rebuild

Siemens provides **sole-source accountability** for the entire refurbishment project from removal of existing material to installation and commissioning of the new or refurbished equipment. Siemens has a broad range of "Rail Vehicle" rebuild experience. The following project examples underline the flexible use of Siemens manpower and facilities to provide our rail operating customers with superior rebuild services.

Siemens' Customers	Scope	Number of Cars
Regional Transit - Sacramento	Retrofit of LRV Communication Equipment, trainline installation and delivery of new CCTV system.	26 U2a cars
State of California Caltrans - Sacramento	Limited full vehicle overhaul and upgrade of HVAC and door systems.	66 Bi-Level Intercity Passenger cars
MTDB - San Diego	Replacing passenger seats. Replacing walking platform on pantograph area. Changing passenger door system to implement step inhibit.	71 U2 cars (Seats, Platform, Step Inhibit) 52 SD100 (Seats)
Bi-State Development Agency St. Louis	Replacing HVAC roof units. Replacing Auxiliary Power Supply. Replacing DC blower motors with AC Motors.	31 SD460 cars
San Diego Trolley San Diego	Replacing Rotary Auxiliary Inverter with Static Inverter. Replacing DC Blower Motors with AC Motors.	71 U2 cars
MTA - Los Angeles	Installing complete ATS System. Installing complete TWC system. Installing a new warning device/horn.	26 P2000 cars
ETS - City of Edmonton	Adding brake disks to center truck.	1 U2 car (Prototype) Remaining Fleet of 36 cars retrofitted by Customer

1.1.3 Customer Loyalty

Siemens repeatedly demonstrates the quality, reliability and superior after sales support of its vehicles through continual customer satisfaction. Our customers place repeat orders after experiencing the quality of our product, the timeliness of our deliverables and our dedication to supporting what we sell. This fact is illustrated by loyal customers who have purchased large quantities of vehicles from Siemens (Denver RTD 172, Portland TriMet 100 vehicles, Salt Lake City UTA 117 vehicles, Calgary CT 157 vehicles, San Diego MTS 191 vehicles).

Attachment 6.

Technical compliance

	max Score	Written proposals	BAFO
Alstom		43.0	38.0
Siemens	56.0	45.0	47.0
Gap		(2.0)	(9.0)

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/ Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Human Resources Office:
Employee Relations Office:
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

February 21, 2012

Jim Lindsay, Vice President and Customer Director
Alstom Transportation, Inc.
1001 Frontenac Rd.
Naperville, IL 60563

Dear Mr. Lindsay:

Subject: RFP No. 2010043, UTDC Light Rail Vehicle Refurbishment - Notice of Intent to Recommend Conditional Award of Contract
Project File/CN: 2010043

The Sacramento Regional Transit District (RT) received two responsive proposals for the subject project on September 8, 2011, from Alstom Transportation, Inc. and Siemens Industry, Inc.

The Selection Committee deemed Siemens Industry, Inc.'s proposal to be the most advantageous to RT for UTDC Light Rail Vehicle Refurbishment.

This letter serves as notification that on Monday, March 12, 2012, RT staff will recommend to the Board of Directors, conditional award of the Contract for UTDC Light Rail Vehicle Refurbishment to Siemens for an amount not to exceed $19,890,099.70, contingent upon Siemens Industry, Inc's. compliance with the Buy America Pre-Award Audit requirements.

RT appreciates the time and effort all the proposing firms dedicated to this project.

Sincerely,

Sue Robison

Sue Robison
Senior Procurement Analyst

Via Email: Jim.Lindsay@Transport.Alstom.com

c: Mark Lonergan, Chief Operating Officer
Vern Barnhart, Director, Light Rail
Laura Espinoza, Maintenance Superintendent – Light Rail
Fernando Barcena, Manager, Contracts and DBE
Colleen Elder, Materials Management Superintendent
RT Legal Department

SUMMARY RESPONSE

It is RT's policy to hold debriefings only after award and execution of a contract (RT Procurement Policy Manual, Chapter 8.19 Debriefings).

ISSUE (1) – EVALUATION PROCESS

You stated that in selecting a prospective contractor, RT is required to select the offer that is most advantageous to RT. It does not have to select the lowest priced offer. While this criteria gives RT discretion, its actions must not be arbitrary or capricious or entirely lacking in evidentiary support. You make further statements regarding the scoring and evaluation.

RESPONSE

During the procurement, the Selection Committee scored the technical portion of the written proposals, then opened the sealed price proposals. The final scoring of written proposals resulted in a determination that both firms were in the competitive range. At that juncture, Alstom's total aggregate score was 23 points lower than Siemens' score. The total score possible was 700 points with 420 points available for the technical portion and 280 points maximum for the lowest total price. Alstom scored lower on Part 1-The Firm, Part 3–Project Staffing and Experience, and Part 4–Technical Submittal.

WRITTEN EVALUATIONS	Alstom	Siemens	Point Difference
Part 1 - The Firm	51	61.5	10.50
Part 2 - Referenced Projects	16	14	-2.00
Part 3 - Project Staffing & Experience	40.5	77	36.50
Part 4 - Technical Submittal	166.5	200.5	34.00
Part 5 - Price Proposal	280	224	-56.00
Total:	554	577	23.00

During negotiations, both firms were treated equally in addressing the issues that were raised. The negotiations were successful in identifying and resolving issues to the satisfaction of the parties involved. The Selection Committee's concern from the outset was that Alstom's proposal was vague and lacked detail. During negotiations, it was apparent that Alstom lacked the infrastructure, tooling, skills, experience and staffing to complete the work. While Alstom has experience in heavy rail refurbishments, there was no evidence to support light rail refurbishment experience. Until Final Offers were requested, the Selection Committee did not know how the final pricing would impact the final scoring; therefore, Alstom remained in the competition until Final Offers were received.

Relevant Documents Reviewed

DOCUMENT	ISSUED BY	RELEVANT SECTIONS/ISSUES	RT'S COMPLIANCE	COMMENTS
RFP No. 2010043 + Addenda #'s 1,2&3, including Protest Procedures	Sacramento RT	All Sections	Thorough, complete and carefully documented	Complied with governing laws, ordinances, policies and procedures
Alstom Proposal submitted September 8, 2011	Alstom Transportion Inc. (sic)	All Sections	Thoroughly reviewed with documented comments	Alstom responded with a proposal that was more appropriate for a Lowest Cost Technically Compliant Procurement, not a Best Value Procurement
Siemens Proposal submitted September 8, 2011	Siemens Industry, Inc. Mobility Division	All Sections	Thoroughly reviewed with documented comments	Siemens Proposal was in conformance with a Best Value Procurement
RT summary of Proposal, negotiations and related materials from Alstom	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	Alstom documentation is significantly less detailed than what was provided by Siemens. RT evaluators determined that it did not demonstrate a clear understanding of the details of the work necessary to fulfill the contract within RT's budgetary estimate
RT summary of Proposal, negotiations and related materials from Siemens	Sacramento RT	All Sections	Thoroughly reviewed with documented comments	RT's evaluators determined that Siemens' documentation demonstrated a clear and detailed understanding of the scope of work that is necessary to fulfill the contract within RT's budgetary estimate, particularly in comparison to the Alstom documentation
Final Offer submitted by Alstom on February 8, 2012	Alstom Transportation Inc.	All Sections	Thoroughly reviewed with documented comments	Alstom's Final Offer was not judged to have sufficiently enhanced the quality and clarity of their initial Proposal

Attachment 7

	General System Design Requirements	Section 1						
		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
1	This document contains the Technical Specifications for the refurbishment of the UTDC vehicles and vehicle systems, describes the program management and program support requirements,and defines other deliverable goods and services to be furnished by the Contractor as part of the refurbishment Contract. The Technical Specifications are organized by section and sub-section. The sub-sections include the required work to be performed on each system and are correlated to the bid list in the Contract General Provisions. Additional work may be required or desired to reach the program objectives as defined in Sections 1.1 and 1.3, below. Contractor may identify additional work that would be to RT's benefit and submit a proposal detailing the proposed work scope, cost, and benefit. RT will review any Contractor proposal and may, at RT's discretion, add such work to the Contract. Where work under these Technical Specifications requires RT "approval", such approval must be conveyed in writing, whether or not such a requirement is expressly stated.						X	Understood. No further comment.
1.1	The general objectives of this refurbishment program include the items listed below. The Contractor must assure these objectives are met in all aspects of its work. 1. To ensure the continuation of useful service life of the vehicles (for the second half of the vehicles' design life). 2. To improve system and passenger safety 3. To improve vehicle reliability 4. To reduce maintenance costs 5. To reduce unscheduled repairs 6. To eliminate obsolete equipment 7. To improve passenger comfort and convenience 8. To improve interior and exterior appearance 9. To assist RT during the safety certification process as needed						X	Understood. No further comment.
1.2	**General Requirements** These Technical Specifications and other provisions of this Contract constitute the requirements for the refurbishment of the UTDC vehicles. All vehicles must be disassembled as required and prepared for repair and/or replacement components. Replacement components must be installed, tested and delivered with a standard of workmanship that is commensurate with the required service life, reliability, maintenance, and safety objectives of these Technical Specifications. The vehicle components must either be replaced in-kind, overhauled, upgraded to a new design, or a combination thereof as required in these Technical Specifications. Contractor is responsible for all activities necessary to comply with this Contract. Contractor must perform all management, control, development, inspection and testing work. In performing work under this Contract, Contractor must not adversely affect any equipment or systems not part of the Contract. Equipment that is not refurbished must not be destroyed, degraded, damaged, or altered, and must maintain the required level of functionality, safety, maintainability, and performance. Contractor must keep a weight log throughout the refurbishment program. The current maximum vehicle and axle weights must not increase due to any upgrades or equipment replacement. Contractor must notify RT of any possible increase in weight and the expected magnitude as soon as possible. The increase and/or methods of weight reduction must be reviewed and approved by RT in writing. On request, and to the extent available, RT will allow Contractor access to the original UTDC vehicle manuals, drawings, procedures, and reports. Contractor must verify the accuracy of such materials. Also on request, and to the extent available, RT will provide Contractor with additional information/documentation for other vehicles in the RT fleet and for the RT light rail system as a whole. In some instances, the performance of both refurbished and non-refurbished equipment and systems may affect Contractor's ability to meet the standards and requirements of this Contract. If Contractor believes the performance of non-refurbished parts will prevent compliance with the Contract requirements, Contractor must notify RT in writing and present a proposed action plan, which may include: (1) modifying equipment/systems not originally proposed for refurbishment to the extent required to permit Contractor to satisfy the Contract requirements; or (2) a modified performance standard that can be satisfied without additional work on non-refurbished equipment/systems. In all cases, the proposed action plan must be such that: (1) the refurbishment work does not degrade the vehicle performance below the pre-refurbishment performance; and (2) the equipment/systems meet all industry norms.		X					Understood. As part of deliverables, will provide SacRT with weight log procedure and charts. Weight log of each vehicle will be placed in the car's history book. Configuration control and management ongoing process. To include serial numbers, software and hardware rev levels, FMI's performed, etc. Note: As part of project, will require joint CCB to determine any required or requested changes.

1.3	All refurbished and new equipment provided must provide full performance without failure or degradation of service within the Sacramento environment and RT's transit system. The following climatic conditions, including the RT car wash facility, are found in Sacramento: CLIMATIC CONDITIONS / SACRAMENTO Temperature: Minimum ambient air temperature external to equipment -> -7degC (20 degF) Maximum ambient air temperature external to equipment -> 46 degC (115 degF) Humidity: Minimum humidity 14% Maximum humidity 100% Precipitation: Maximum rainfall rate in 24 hours -> 100 mm per hour Car wash spray Rinse arch with 12 nozzles/car side, flow rate 80 gallons per minute for 24 nozzles. Approximate distance from car surface: 0.3 m						X	Understood. Information to be included in all engineering specifications for 'A' systems and general purchasing specification for project
1.4	**General Refurbishment Work** Prior to the start of any work, Contractor must clean and inspect the vehicle and its components. Based on the findings, Contractor must identify any issues exceeding the scope of the Contract Documents that need to be addressed to fulfill the objectives per Section 1.1. Contractor must submit to RT suggested Contract changes on a per-vehicle basis for all additional work considered necessary. RT will review each issue and decide how to proceed. Contractor must perform all specified work required to completely and satisfactorily refurbish the vehicles as defined by the Technical Specifications, including removal, cleaning, inspection, reinstallation, and testing of all equipment not specified for overhaul or upgrading. Contractor must clean all parts requiring lubrication must be cleaned with appropriate solvents and apply new lubrication in accordance with the OEM specification. Contractor must replace all gaskets and seals on disassembled equipment. Contractor must properly prepare all parts or assemblies requiring paint and apply new paint. All component color, color matching, and finishes used are subject to RT's written approval unless otherwise specified in these Technical Specifications. For missing or damaged components, Contractor must replace same in-kind with new components. Before acquiring new components, Contractor must contact RT to check availability of replacement parts. When the original type components are no longer available or cost effective, service-proven components of similar design may be used based on prior written approval by RT. Contractor must overhaul and test assemblies in accordance with OEM standards and requirements, unless otherwise specified or approved in writing by RT. Entire subassemblies or components must be replaced in kind with new parts when required due to improper performance, physical damage, etc., to complete the assembly overhaul. All rebuilt equipment must include any upgrades made to the original design by the OEM.		X					Understood. No further comment.
1.5	**Control of Modifications and Configuration** Contractor and its suppliers must employ a system of configuration management that will ensure all deliverable end items of equipment are of the same configuration on a per car basis, that all changes are approved, recorded, and that implementation is confirmed in all equipment and its associated data. Configuration management must begin during design and must be employed through final acceptance. Contractor must present the configuration management plan in accordance with SC 7 Quality Assurance/Quality Controls requirements.		X					Understood. See deliverables chart.
1.6	**Delivery of Vehicles To/From the Contractor** Contractor must perform all required work at RT's facility. Contractor may propose to use an alternate facility for RT's consideration. Regardless of whether the work is performed on or offsite, RT will provide only two vehicles at a time for refurbishment work in accordance with the project schedule. In the event RT approves use of a alternate facility, Contractor must take delivery of the vehicles at the RT maintenance facility in Sacramento, CA. Contractor is to load/unload the vehicles (and for any removed materials), shipping them to the facility, and delivering the completed vehicles to RT's maintenance facility. Contractor must take delivery of all vehicles on RT's tracks and place the completed vehicles on RT tracks. Additionally, if RT approves use of a different facility, Contractor must pay all travel costs of RT personnel for meetings, design reviews, testing and acceptance of the vehicles.						X	Not applicable, as all refurbishment work will be performed at SacRT site.
1.6.1	A Joint Outgoing Inspection must be conducted on each vehicle before RT will release the vehicle to Contractor. The purpose of the outgoing inspection is to document, by means of an "open items list", the current status of the vehicle and the equipment at the time Contractor accepts delivery of the vehicle. Contractor must prepare and submit for RT approval an inspection and test plan and checklist for the Joint Inspections. The Inspection List will also be used for noting any miscellaneous discrepancies found during the inspections and tests, and both parties will sign the completed lists. Contractor must perform functional tests as needed to confirm the proper operation of all equipment not to be replaced. For those components that are not to be replaced as part of the refurbishment program, the Joint Outgoing Inspection will confirm that no components are missing and that all components are properly functioning.		X					Understood. No further comment.

	If defective equipment or material is found during the Joint Outgoing Inspection, and that equipment is not among that which is to be overhauled or replaced, RT will advise in writing whether RT will repair or replace the item or have the Contractor repair or replace the item, which will be accomplished through Contract Change Order. If defective equipment or material is found during Contractor's refurbishment work that was visible during the Joint Outgoing Inspection but was not noted by Contractor or RT, Contractor must repair or replace the defective equipment or material with no increase in Contract price. If defective equipment or material is found during Contractor's refurbishment work that was hidden by apparatus being removed and could not have been seen during the Joint Outgoing Inspection, Contractor must immediately notify RT. Thereafter, a joint inspection will be conducted to determine what further actions may be needed, and RT may direct the Contractor to repair or replace the item, which will be accomplished through a Contract Change Order. Upon delivery of the refurbished vehicle to RT, any defects in equipment or material that are work, must be corrected at the Contractor's expense. A Joint Incoming Inspection must be conducted upon completion of the vehicle. This inspection will confirm that the refurbished vehicle and its components are complete and free from deficiencies. Contractor must correct any discrepancies, including replacement of consumable items/materials appearing on the Incoming Inspection list, that are not on the Outgoing Inspection list. RT may Conditionally Accept the vehicle with open items remaining.							
1.7	**Materials Removed From the Vehicle** Contractor must tag and properly store all items removed from the vehicle. Any items damaged during removal must be replaced or repaired, as approved by RT, by Contractor at its sole expense. Contractor must set aside each damaged item for disposition in consultation with RT. Contractor must submit a list of all equipment removed from each vehicle for RT disposition.The list must include the item number, OEM name, OEM part number, serial number, if applicable, and the number of the car from which the parts were removed. Contractor must provide the list to RT in Microsoft Excel and Adobe .PDF. Upon receipt of the list, RT will determine the disposition of the items removed from the vehicle and advise if the items are to be delivered to RT, or if Contractor should properly dispose of the items. Shipment of the items to RT or proper disposal of the items by Contractor will occur at no additional cost to RT. Contractor may retain any salvage value received. It is anticipated that most items removed from the vehicles will be disposed of by the Contractor.		X					Understood. See deliverables chart.
1.8	Unless otherwise specified, RT requires Contractor to use equipment and consumable items that are in common with the existing fleets to the extent that is practical and cost effective. Common items must be supplied by the same manufacturer and be identified by the same part number or the same generic part number. Specific part numbers are referenced in the Technical Specifications to meet this requirement. Contractor must use the specified components or submit a request for substitution. The request for substitution must include the reason for the substitution, any cost or delivery advantages to RT, and the amount of additional storage space required. Substitutions will require that Contractor provide an additional quantity of spares equal to 10% of the quantity used at no increase in Contract price unless RT specifically authorized a price increase in writing.		X					Understood. No further comment.
1.9	**Americans with Disabilities Act** Contractor must design and refurbish the vehicles, in compliance with the Americans with Disabilities Act (ADA),42 U.S.C. 312101 et seq., and its implementing regulations.		X					Understood. No further comment.
1.10	**Submittals** (1) Contractor must submit sample Outgoing and Incoming Open Item Inspection Checklists for approval within 60 days of NTP (Section 1.6.1). (2) Upon disassembly, Contractor must submit a Removed Material List for each vehicle as part of the Car History Book.		X					

		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
2	WORK SCOPE The work scope consists of a combination of refurbishing existing items and installing new items, as listed below. (1) Strip, repair as needed, and repaint localized areas on the exterior of the vehicle including, but not limited to, all repaired surfaces, faying surfaces of passenger and cab side windows when removed, and other faying surfaces such as air intake grille areas		X					
	(2) Inspect, repair, touch-up paint and reseal fiberglass end masks as required		X					
	(3) Repair and repaint lower side skirts		X					
	(4) Replace rain gutters with new design		X					
	(5) Inspect, repair and repaint roof shrouds		X					
	(6) Replace all passenger and cab side windows		X					
	(7) Repair and repaint interior surfaces as required by RT		X					
	(8) Perform localized repair of rubber flooring where damaged and/or delaminated		X					
	(9) Reupholster cab operator's seat		X					
	(10) Replace operator's desk and console switches as needed		X					
	(11) Clean all interior surfaces and ductwork in and outside of the vehicle		X					
	(12) Replace seat bottoms and back cushions as needed		X					
	(13) Inspect and repair door panels		X					
	(14) Remove bottom step spacers		X					
	(15) Inspect and repair exterior articulation bellows		X					
	(16) Replacement of exterior side mirrors		X					
	(17) Perform additional work on the vehicle interior to accommodate elderly and handicapped boarding as specified in Section 7, Doors. This work includes the addition of a bridgeplate and removal of the adjacent windscreen and the front longitudinal flip-up seats.		X					
	(18) Install hand straps and inspect Hand Rails		X					
2.1	**General Requirements** The existing vehicles are 25 years old and in need of refurbishment both on the exterior and the interior. Corrosion has been observed on the vehicles, particularly in the vicinity of the aluminum window frames, air intake grilles, rain gutters, and door manual release enclosures. Contractor must restore the interior and exterior of the vehicle to provide an acceptable appearance, as determined by RT in its reasonable discretion. Interior wall and ceiling linings, lighting, air diffusers, floor heaters, stanchions, seat frames, and windscreens must be thoroughly cleaned. Any damage or markings not addressed in the Technical Specifications, or impossible to remove with cleaning agents, must be presented to RT and reworked as directed in writing by the RT representative. Availability of defective material replacements not identified in this Technical Specification must be requested in writing to RT. If replacement parts are not available at RT, RT may direct Contractor to replace using a Contract Change Order.						X	
2.2	**Specific Requirements**							
2.2.1	**Exterior Finishing** Contractor must inspect entire carshell and develop a repair work plan for each vehicle prior to commencing the repair work. The repair work plan must be submitted for RT approval. The work plan must address the following areas as a minimum: – Overall carshell: all exterior surfaces including side, front end, articulation end, roof and underfloor must be examined for any physical damage, corrosion, or deterioration of the paint. – Passenger and Cab side Window openings: as specified in Section 2.2.6, all passenger and cab side windows will be replaced; thus, all faying surfaces that will be exposed after removal of the windows must be subject to re-finishing processes before the new windows are installed. – Door manual release enclosures: the enclosures show severe corrosion and require replacement or heavy repair. The portion of the carbody, or any of its components, receiving paint must be painted as required by the Specification and in accordance with the specified color scheme. RT has selected DuPont IMRON 2000 or an equivalent polyurethane system approved by RT in writing, as the paint system for the vehicles. Contractor must use RT-approved products and follow RT approved procedures throughout the finishing process. The system must be VOC compliant for the San Francisco Bay Area AQMD Rule 45 and Sacramento Metropolitan Air Quality Management District Rule 459 for Group II Vehicles and Equipment. Contractor must submit carbody and component painting procedures to RT for written approval. The procedures must comply with the paint manufacturer's recommendations. Contractor and its paint supplier must also provide a touch-up procedure and assure a continuing supply of touch-up paints in colors used on the vehicle, suitable for spot application by spray or brush.		X					The specification requires developing repair procedures. Will require development of repair doc, replacement matl sourcing, manufacturing process review and then rework based on customer requirements. Naperville engineering to procure/create global repair process to car body, and site engineer to provide specific instruction to technicians.

	The exterior of the vehicle, except for the roof skirts and roof shrouds, must be covered with a vinyl film wrap in a design and color scheme approved by RT. The vinyl film used for the wrap must be 3M Scotchcal ElectroCut Graphic Film, Series 7725 or 3M Controltac Graphic Film IJ180-10Cv3 and with an approved Graphic Protection laminate if printing is used. Edges must be sealed with manufacturer-approved edge sealant. RT will consider film materials from other manufacturers if complete service history, material documentation, and equivalent performance warranty is submitted to RT for approval. Contractor must perform substrate preparation and application must be performed as defined in 3M Product Bulletin 5.1 Application, substrate selection, preparation and substrate-specific application techniques or I.B. 5.36 Application Techniques for Automobiles, Vans, Buses and Inspection Forms. The pre-application inspection form required by 3M procedures must be completed for each vehicle and a copy included in the Car History Book. The film is expected to remain on the vehicles for the rest of their service life. Proper preparation of the substrate, attention to detail and sealing of edges is of the utmost importance. Film must be trimmed around window frames and doors in such a manner as to ensure clean even edges. The installed film sheets must be overlapped as prescribed in the 3M Product Bulletin.							
2.2.1.1	**Carshell Repair** Contractor must conduct a thorough inspection of each car shell after all passenger side windows, cab side windows, side doors and other carbody-mounted components (such as, but not limited to, mirrors, headlights, turn signal lights, air grilles, exterior speakers, other exterior lightings, windshield wipers, etc.) are inspected, determine if rust or corrosion is showing, and develop a list of areas to be repaired, and the proposed repair method for RT approval. Contractor must perform repair of each car shell in accordance with the approved repair procedure for each location.		X					
2.2.1.2	**Window Openings Repair (Passenger and Cab)** Contractor must clean, remove any corrosion, repair (as required) and repaint the area under the existing window frames prior to installing the new windows under this task.		X					
2.2.1.3	**Door Manual Release Enclosure Repair** Contractor must perform a detailed examination for corrosion of door manual release enclosures adjacent to the front side door entrances on each car and submit a repair procedure for RT approval. The repair procedure must be adequate to restore the original condition of the areas to be repaired. Use of plug welding to close the corroded opening is not considered an acceptable solution for this repair. After repair work is finished and inspected by RT, Contractor must repaint the repaired surface as described in this Section.		X					
2.2.1.4	**Classes of Corrosion Repair** Each vehicle must be inspected with an RT representative during the Joint Outgoing Inspection to determine areas and the number of each class of repairs to be performed. The class of repair is defined below: Class 1 Repair: Surface corrosion, blistering, or peeling requiring only surface preparation and paint. No replacement of sheet metal or application of filler is required. Class 2 Repair: Surface corrosion significantly affects the sheet metal skin requiring metalwork and filler for repair. Class 3 Repair: Corrosion extends through the sheet metal requiring metalwork on the frame or carbody of the vehicle to repair.						X	
2.2.1.5	**Materials and Preparation** Contractor must prepare the substrate surface and application of painting materials in accordance with the paint supplier's recommendations. All paint materials must be used at the consistency recommended by the paint supplier. If thinners are necessary, they must be approved by the paint manufacturer and must be used only to the extent recommended. A Certified Commercial Refinisher with qualified and experienced labor resources, using proper equipment under competent supervision, must perform all painting and warrant the finish. All surfaces must be finished with DuPont IMRON 2000 or an equivalent polyurethane system approved by RT. All paint and filler materials that are to be combined in any manner to form a finish system must be mutually compatible and must be warranted for use as a system by the manufacturer of the components. Contractor must submit the complete procedure with all technical data sheets for all materials for RT approval prior to painting the first vehicle. Metal portions of the carbody must be prepared for painting by cleaning and thoroughly abrading the entire surface. Areas with rust, blisters or peeling paint must be prepared by grit blasting and immediately painted with an approved epoxy primer or washed with an alkaline solution, properly rinsed, phosphate-coated or painted with a coat of wash (etch) primer, and then coated with an RT-approved epoxy primer. The repainted surface must be feathered into the surrounding painted surfaces as much as possible so as to be generally undetectable.		X					
2.2.1.6	Any equipment or parts of equipment that would be damaged or suffer impaired operation from painting must not be painted and must be corrosion resistant. The following undercar items must not be painted: – Flexible conduit and fittings – Copper tubing, piping and fittings – Wire and cable – Power resistors – Heat transfer surfaces – Electrical insulators – Elastomeric parts – Grounding pads		X					

2.2.1.7	Contractor must clean and coat the exterior of the roof, including the roof and all brackets, with a corrosion protective penetrating sealer. The following cleaning and repair method must be followed: Surface Preparation (1) Power wash surface of all roofs and brackets with fresh clean water to remove all loose adhering coatings, rust and other foreign materials. (2) Dry crevices or areas where water has settled with compressed air. (3) Apply water based cleaner with low pressure spray to all roofs and brackets, per manufacturers recommendations (ICI Devoe Devprep 88 or approved equal). Allow cleaner to remain on surface for 10 minutes. (4) Rinse with large volumes of low pressure fresh clean water. Thorough rinsing is very important as all of the cleaner must be removed before coating. Do not allow the cleaner to dry on the surface. (5) Dry with compressed air and/or allow overnight to completely dry all surfaces and crevices to be coated. Sealant Application (1) Use low pressure spray to apply Penetrating Sealer to all surfaces allowing the sealer to wick into all lifted and/or cracked paint areas and thoroughly coat all areas of visible corrosion or exposed metal, per manufacturers requirements. Apply one coat at 1.5 mils to all surfaces. Where porous or cracked surfaces exist, apply a second coat. (ICI Devoe Pre-Prime 167 Penetrating Sealer or approved equal)		X					
2.2.2	**End Masks** Contractor must inspect both ends of the vehicle for adhesion between the fiberglass end masks and metal carbody repair any damage to the fiberglass, replace any corroded rivets with stainless steel rivets, reseal with an RT-approved sealant, and touch-up the repaired surfaces.		X					
2.2.3	**Side Skirts** Contractor must repair the lower side skirts on the sides of the vehicle as required. Contractor must repair cracks in the sheet metal, frame, or retaining lock mounting holes by welding in accordance with AWS standards. Contractor must repair or replace retaining locks and catches to ensure a tight hold. Contractor must correctly prepare repaired areas to accept the wrap material.		X					
2.2.4	**Rain Gutters** Contractor must replace all rain gutters on the vehicle exterior with new stainless steel gutters. Rain gutters must be sealed at all attachment points to the carbody. Replacement parts must be approved by RT and supplied by Contractor.		X					
2.2.5	**Roof Shrouds** Contractor must inspect roof shrouds, repair any defects found and replace all mounting hardware with stainless steel hardware.		X					
2.2.6	**Passenger and Cab Side Window Replacement** Contractor must replace all passenger windows with RICON 3-Minute window units supplied by RT. Contractor must propose the installation procedure and show the step-by-step replacement process to fit the existing openings in the carbody. Contractor must replace all cab side windows with units supplied by RT. Contractor must remove the passenger window behind the ECU cabinet and replace it with a solid stainless steel panel, that closes the opening and allows wrapping vinyl film over it.		X					
2.2.7	**Interior Articulation Panels** Contractor must repaint vehicles with purple-colored articulation sections so that vehicles have a white articulation section. Approximately one-half of the fleet has purple-colored articulation sections.		X					
2.2.8	**Floor Covering and Repair** As part of the Joint Outgoing Inspection, Contractor must inspect all floor coverings for damage, aging and deterioration. Areas that show lifting or bubbles and that are identified during the Joint Outgoing Inspection must be removed and inspected for the extent of damages to plymetal subfloor. Contractor must replace floor covering at such areas with the same type of floor covering material. If the plymetal sub-floor is damaged, Contractor must replace the damaged plymetal sub-floor with the same type of sub-floor material (ref. Section 2.2.9).		X					
2.2.9	**Plymetal Subfloor Repair** If the plymetal subfloor is found damaged or deteriorated when the floor covering is removed, Contractor must replace such plymetal subfloor. Partial cutting and replacement of the plymetal subfloor within the unit panel is permitted if the shiplap joints are positioned over structure. Replacement subfloor must have the shiplap joint that matches with the original plymetal panel, and must be properly sealed with fire isolation sealant to avoid flame penetration to interior of the vehicle. Contractor must install the panel with inserts at the bottom of the panel to level the panel with adjacent panels. Contractor is responsible for the replacement cost of plymetal subfloor.		X					
2.2.10	**Operator's Seat Refurbishment** Contractor must remove the operator's seat in each cab, reupholster with fabric supplied by RT, and reinstall it. Contractor must test the operator's seat for proper operation (up, down, swivel, lumbar, etc) and repair as needed. Contractor must install an RT-supplied cut-out cock for the air supply line to the seat. If the cushion material must be replaced together with the upholstery, cushioning must be a low smoke foam. The cushioning material must meet the smoke and flammability requirements of NFPA 130.		X					
2.2.11	Contractor must refurbish the existing operator's desk and console. Desk and console switches and components must be replaced on an as-needed basis to guarantee reliable operation for the rest of the service life. Contractor must clean and repaint the console to match the color of the cab. Contractor must replace the cab on/off switch with a new switch provided by RT. Contractor must modify the console to accommodate new RT-compliant TWC controls and a new radio. See Section 8, Communications, for details. Contractor must install a manually-operated, two digit train number (run number) sign, provided by RT, on the driver's desk at the lower right corner of the front window. Power is needed for illumination only.		X					
2.2.12	**Interior Cleaning and Repairs** Contractor must clean all interior surfaces, wall linings, ceiling panels, cab linings, and miscellaneous panels and, where necessary, refinish them with touch-up painting. The touchup paint must be blended with the surrounding painted surfaces to minimize the difference in appearance. Cleaning of the interior must include, at a minimum, removal of passenger seats, stanchions, windscreens, light fixtures and ceiling panels. The cleaning must include the disassembly and cleaning of the light fixtures and air ducts.		X					

		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY W/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
3	WORK SCOPE The work scope consists of a combination of refurbishing existing items and installing new items as listed below.						X	
	(1) Disassemble, inspect, and reassemble the trucks		X					For all material to be provided by Sacramento RT, it is important for project team to anticipate need and ensure lack of material does not impact production and delivery schedule
	(2) Replace primary suspension chevrons(*)		X					
	(3) Replace secondary suspension air bags(*)		X					
	(4) Replace vertical shock absorbers and stops(*)		X					
	(5) Replace lateral shock absorbers and stops(*)		X					
	(6) Resurface or replace friction brake disks (*)		X					
	(7) Replace wheel tires and rubber rings(*)		X					
	(8) Replace journal bearings(*)		X					
	(9) Replace bushings in traction links		X					
	(10) Overhaul or replace both end-truck and center truck slewing rings(*)		X					
	(11) Replace bushings in the track brake beams		X					
	(12) Replace gearboxes(*)		X					
	(13) Replace traction motors(*)		X					
	(14) Replace flexible couplings		X					
	(15) Replace friction brake actuators(*)		X					
	(16) Overhaul or replace ground brush assemblies(*)		X					
	(17) Replace levelling valves and links(*)		X					
	(18) Replace all wiring and piping as mentioned below.		X					
	Note: (*) The Contractor shall return the removed units to RT and install the refurbished or new units supplied by RT.						X	
3.1	Requirements Each vehicle has inboard-bearing, mono-motor trucks manufactured by MAN, previously of Nuremberg, Germany. Each vehicle has two motored trucks and one trailing truck. This section contains requirements for overhaul and replacement of specific components on the trucks. All work on the trucks must be in accordance with the original supplier's recommendations and the UTDC Corrective Maintenance and Heavy Repair Manuals Chapter 10.						X	
3.2	**Specific Requirements**							
3.2.1	Truck Inspection Contractor must disassemble and reassemble all trucks according to the carbuilder instructions included in Sections 4.6 and 4.7 of the UTDC Corrective Maintenance Manual and Section 4 of the UTDC Heavy Repair Manual. All parts removed during disassembly must be returned to RT for evaluation, except mounting hardware, bushings and other consumable parts which must be replaced with new parts supplied by the Contractor. RT, at its option, may return the parts as is, refurbish the parts, or provide new replacements.		X					
3.2.2	**Truck Frame and Bolster** Contractor must perform non-destructive examinations (NDE) on all truck frames, bolsters, journal housings and other structural components for potential damage. The NDE must be either magnetic particle testing (MT) or Ultrasound testing (UT), or RT performed by Level II qualified test technician and the report must be included within the car history book. The technician must be SNT-TC-1A certified. No cracks or fatigue damage are allowed. If deficiencies are found, Contractor must prepare repair procedures. Contractor must submit to RT for written approval prior to repair work. Contractor must retest using the same test process that found the original deficiencies **After testing, the trucks must be repainted in a black color approved by RT.**	Addendum 1	X					
3.2.3	**Slewing Rings**							

	reconditioned, whenever possible, prior to reinstallation in the vehicle. In addition, Contractor must thoroughly clean the entire interior of each vehicle. This cleaning must include, but is not limited to, the following: – All compartment interiors – Center ceiling panels – All flooring – Window masks – Heater guards – Wall panels – Passenger side doors and side door windows – Windscreens – Stanchions – HVAC diffusers; – Ad-card light fixtures (both sides of lenses, reflector and fixture) – Complete cab – Cab window shades – All exposed areas, windows, windshields, and surfaces of the cab – All equipment boxes, covers, panels and enclosures within the interior – Interior light fixtures (both sides of lenses, reflector and fixture) Contractor must report damaged or defective items, or items that cannot be successfully cleaned, such as cab window shades, to RT with a repair/replacement estimate. Repair or replacement will be at the sole discretion of RT. Contractor must not re-install bicycle rack mounts. Contractor must restore the bicycle rack area to the same condition as the remainder of the passenger compartment, with mounting holes filled and blended to match the adjoining area. All items must be clean at the time of delivery of the vehicle to RT.		X X					
2.2.13	**Passenger Seats** Contractor must remove and thoroughly clean all passenger seat inserts to the point that no stains or discolorations are visible. Contractor must replace defective inserts or un-cleanable inserts with new ones, provided by RT.		X					
2.2.14	**Door Panels** Contractor must inspect and repair door panels. Touch-up painting of the panels is included in this repair. Contractor must replace the brushes mounted on the bottom of the panels with new brushes or solid rubber weather stripping as approved in writing by RT. Contractor must present additional defects found in writing to RT with a cost estimate for approval as additional work.		X					
2.2.15	Lower Step Spacer The previous owner of the vehicle installed spacers to increase the boarding height on the bottom step. Contractor must remove these spacers and replace the covering of the stair tread and safety nosing replaced with OEM material or with RT-approved equal.		X					
2.2.16	**Articulation Bellows** Contractor must inspect and repair the exterior and interior articulation bellows as required. Sealing and replacement of standard hardware on the existing bellows is included in this work. Additional work may be authorized in writing by RT if replacement of the bellows or large sections of specialized mounting hardware is found to be necessary. Authorization requires submission of the repair procedure and a cost estimate for RT review and written approval.		X					
2.2.17	Exterior Side Mirrors Contractor must replace the exterior side mirrors. The new mirrors must be approximately the same size as the original and provide equivalent or better visual coverage from the operator's seat. The replacement mirror must meet the RT dynamic envelope. Contractor must submit a sample replacement mirror prior to beginning work.		X					
2.2.18	Hand Rail and Straps The vehicles are equipped with longitudinal hand rails on each side of the aisle. Along those hand rails, Contractor must provide 10 hand straps in each vehicle half to aid standing passengers. The hand straps must be evenly distributed on the left and right hand side hand rails. The hand straps will be provided by RT.		X					
2.2.19	Duct Cleaning and Repair Contractor must inspect, clean and repair where necessary all ducts in and outside of the vehicle. Particularly under floor air ducts show corrosion which must be repaired.		X					
2.3	Contractor must provide the following submittals for RT approval: (1) Color scheme and material of exterior wrap. (2) Exterior repair procedure (3) Sealant and application procedure for end masks (4) Cab window installation procedures (5) Rain gutter fabrication and installation drawings (6) Interior color samples (7) Interior painting procedure (8) Seat cushion smoke and flammability certification (9) Console upgrade (10) Exterior side mirror (11) Roof water-based cleaner (12) Roof penetrating sealer (13) Certified Commercial Refinisher's Qualifications	Addendum 1	X					

3.2.3.1	**General** Contractor must disassemble and inspect all slewing rings and either overhaul or replace, depending on conditions. Slewing rings on both end trucks and center trucks must undergo the following: Detailed inspection of the slewing rings for corrosion, physical damage, and excessive wear, and (19) Determination of the rotational resistance over the full rotating range required for the operation of the vehicles under Sacramento RT system track profiles Contractor must submit the inspection and test procedure used for these tasks to RT for approval prior to the testing. If the above inspections reveal any indication of conditions that require repair or reconditioning, the repair or reconditioning procedure must be submitted to RT for review and approval prior to the beginning of the repair work. Repaired slewing rings must be retested. Contractor must relubricated all slewing rings even if the above inspections do not reveal any indication of high rotational resistance, dry bearing, or potential damage to the bearing.		X					
3.2.4	**Overhaul of Slewing Ring** Contractor must submit the inspection report and the recommended disposition of the slewing ring to RT for review and approval.		X					
3.2.5	**Replacement of Slewing Ring** Contractor must be replace the slewing ring if the following conditions exist: Any part of the upper or lower ring is worn, distorted, gouged or damaged Bearing seats are damaged RT must approve replacement of a slewing ring. New slewing rings will be provided by RT.		X					Communicated with TLS Neuhausen and confirmed ability to assist, regarding inspection documentation and repair of damaged slewing rings.
3.2.5.1	**Center Truck Articulation Joint** Center truck articulation joint comprises the above slewing ring, inner clamp ring, upper bearing, rubber bushings, cross roller bearing, outer clamp ring and inner bearing as shown on Figure 10-2-12 of UTDC Corrective Maintenance Manual. The slewing ring must be inspected and replaced per the above, and the remaining components must be inspected for excessive wear and damage and replaced with parts furnished by RT. Contractor must replace all bushings and seals with new parts furnished by Contractor.							
3.2.6	**Primary Suspension Chevrons** Contractor must replace the primary suspension chevron springs with new springs. RT will supply the primary suspension springs to Contractor. The replacement chevron springs must be installed as a pair with the same stiffness identification (color code or punch mark). Two chevrons per truck must be modified by Contractor by machining to a width of 178 mm to accommodate the brake calipers. Refer to Chapter 10 of the UTDC Heavy Repair Manual.		X					
3.2.7	**Secondary Suspension Air Springs** Contractor must disassemble and reassemble the air spring assemblies in accordance with the procedure in Section 4.20 in Chapter 10 of the UTDC Corrective Maintenance Manual and Section 4.13 in Chapter 10 of the UTDC Heavy Repair Manual. During this process Contractor must replace the air bag with a new bag ~~including the vertical stop, located inside the air spring~~ with new parts supplied by RT. Contractor must remove the spacer at each air spring, installed by VTA to increase the vehicle floor height	Addendum 1	X					
3.2.8	**Vertical Shock Absorbers** Contractor must replace the vertical shock absorbers. RT will supply the replacement parts to the Contractor. Contractor must refer to Section 4.18 in Chapter 10 of the UTDC Heavy Repair Manual for installation instructions.		X					
3.2.9	**Lateral Shock Absorbers** Contractor must replace the lateral shock absorbers. RT will supply the replacement parts to the Contractor. Contractor must refer to Section 4.18 in Chapter 10 of the UTDC Corrective Maintenance Manual for installation instructions.		X					
3.2.9.1	**Lateral Stops** Contractor must inspect and replace all lateral stops. RT will supply replacement parts to Contractor. Contractor must refer to Section 4.17 in Chapter 10 of the UTDC Corrective Maintenance Manual for installation instructions.		X					
3.2.10	**Friction Brake Disks** The existing brake disks are a two-piece design. Contractor must resurface the disks if the surface shows more than 2 mm wear on the disk pad contacting surface, and if the remaining thickness of the disk is sufficient for resurfacing. If the disks must be replaced, RT will furnish replacement disks.		X					
3.2.11	**Wheel and Axle Assemblies** Contractor must disassemble wheel and axle assemblies for inspection and overhaul of the axle-mounted components. Contractor must inspect each component to determine whether it requires reconditioning or replacement. All axle-mounted components, except the coupling hub, must be removed. Contractor must submit a report with the recommended disposition to RT for written approval. Subsequent to the axle inspection, Contractor must reinstall wheels, bearings, gearbox, and disc hubs on the axle. Contractor must install wheel hub, journal bearing seat and brake disc hub with a press fit in accordance with standard AAR practice. Contractor must include pressure graphs of all gear coupling, disc hub, bearing, and wheel pressings for each vehicle in each Car History Book. Graphs obtained must meet applicable AAR Manual of Standards and Recommended Practices. Prior to pressing all axle-mounted components, Contractor must prepare the axle surface and the components to be installed as described in the AAR "Wheel and Axle Manual," latest edition.							

	Contractor must inspect each wheel and axle assembly for compliance with the requirements listed below after all pressing operations are completed. Contractor must document the results and include them in each Car History Book. (1) The mounted wheel back-to-back dimension must be 53.67 inches +.080/-.090 (1363.2 +2.0/-2.3 mm) as shown on the UTDC wheel and axle assembly drawing. (2) Maximum shunting resistance of the wheel and axle assembly must be within 0.01 ohm when measured from tire tread to tire tread. (3) Concentricity, when measured as near as possible to the center and at each end of each axle, must stay within 0.003 inches (0.0762 mm) total indication runout at each location, with the wheel and axle assembly supported and rotated on its bearings. (4) With wheel and axle assemblies rolled on their journals, total indication runouts at wheel tread must stay within 0.028 inches (0.7 mm) in a radial direction, or 0.040 inches (1 mm) in a direction parallel to the axle centerline. (5) Tolerance limits for the tire diameter must be 0.236 inches/-0 (+6 mm/-0 mm). Tire diameter must match within 0.012 inches (0.3 mm) on the same axle. Contractor must reject axles not meeting the above requirements. Contractor must reject axles that are galled or otherwise scarred when pressing to mount wheels, bearings or gear couplings. In the absence of visible evidence of such galling or scarring, the use of excessive pressing force is sufficient cause for rejection of the assembly. Wheel diameter mismatching within the same truck must be less than 0.2 percent of the wheel		X						
3.2.12	**Wheels** Contractor must disassemble, clean, and reassemble all wheels with new shock isolation rubber, new Durlok bolts and new shunt cables supplied by RT. Each tire will be placed in one of the following categories: (1) True the tread per Figure 1, UTDC SAB Wheel. (2) Replace with new tire provided by RT	Addendum 2	X						
3.2.13	**Axles** Contractor must visually inspect all axles for damage and undergo either MT or UT. If any damage is found, Contractor must report to RT for disposition. New axles must be provided by Contractor as needed.		X						
3.2.14	**Journal Bearings** Contractor must either overhaul or replace the FAG TAROL journal bearings with new bearings. Contractor must report its findings and recommendations to RT. If a bearing is to be overhauled, it must be completely disassembled, cleaned, inspected, filled with new grease and reassembled per Part 2 of Chapter 10 of the UTDC HRM. When bearings require replacement, Contractor must remove the bearing inner race from the axle and replace it with a new race as a part of the bearing replacement work. New bearings will be supplied by RT.		X						
3.2.15	**Traction Link Bushings** Contractor must replace all traction link bushings in accordance with Section 7.5 in Chapter 10 of the UTDC Heavy Repair Manual.		X						
3.2.16	**Brake Beam Bushings** Contractor must replace the bushings in the brake beams in accordance with Section 7.5 in Chapter 10 of the UTDC Heavy Repair Manual.		X						
3.2.17	**Gearboxes** Contractor must remove all gearboxes and return same to RT. The gearboxes must be replaced by Contractor with refurbished units furnished by RT.		X						
3.2.18	**Traction Motors** Contractor must remove all traction motors and return same to RT. The traction motors must be replaced by Contractor with refurbished units furnished by RT.		X						
3.2.19	Each gear is equipped with a flexible BBC hollow shaft coupling to provide for a fully suspended motor and gear assembly. Contractor must overhaul the flexible couplings. Contractor must examine the coupling links for indication of cracks or physical damage by means of non-destructive examination. If any damage is found (including cracks), Contractor must replace the link. Contractor must replace all connecting pins and bushings with new parts. Contractor must install coupling and motor/gear assembly on the truck so that the maximum deflection tolerances as indicated on the BBC drawings are not exceeded for any vehicle weight. Contractor must coordinate this process with the replacement of the primary spring chevrons.		X						
3.2.20	**Friction Brake Actuators and Calipers** Contractor must remove the friction brake actuators and calipers from the truck and return them to RT. Refurbished units will be supplied by RT.		X						
3.2.21	**Ground Brush Assemblies** Contractor must overhaul the ground brush assemblies. New contact brushes will be provided by RT. Contractor must replace defective assemblies. Replacement parts will be supplied by RT.		X						
3.2.22	**Leveling Valves and Links** Contractor must replace all leveling valves assemblies and return them to RT. Replacement units will be supplied by RT.		X						
3.2.23	**Air Pipes and Hoses** Contractor must inspect all air pipes and replace as necessary. Contractor must replace all hoses on the truck with new hoses supplied by RT.		X						
3.2.24	**Truck Wiring** Contractor must inspect all wiring and will replace wires and cables with damaged insulation.		X						
3.2.25	**Truck Brakes** Contractor must remove, inspect, and thoroughly clean and test the track brakes. Contractor must replace all worn track brake elements. RT must approve replacement of track brake elements. New track brake elements will be provided by RT.	Addendum 1	X						

3.2.26	Speed Sensors Contractor must remove and check the conditions of all speeds sensors, including cables and connectors. Contractor must replace all defective, damaged or worn speed sensor assemblies. RT must approve replacement of speed sensors. New speed sensors will be provided by RT.		X					
3.3	**Component Test Requirements**							
3.3.1	**Reassembled Trucks** Contractor must perform testing and adjustment of the complete assembled truck on the vehicle in accordance with Chapter 10 of the UTDC Corrective Maintenance Manual.		X					
3.4	Contractor must provide the following submittals for RT acceptance and must track such submittals through the Car History Books: (1) Record of serial numbers of all serialized components installed on each truck. (2) Record of all measurements required to be verified according to the UTDC Heavy Repair Manuals during reassembly on each truck. (4) Pressing force charts for mounting of each component on each axle. (5) Record of tests and adjustments required after installation of each truck under the car. (5) NDE inspection/tests results		X					

		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
4	**Work Scope** The work scope consists of a combination of refurbishing existing items and installing new items as listed below. (1) Replace the air compressor assembly (*) (2) Replace Brake Valve Box(*) (3) Replace SEV and SAV valves(*) (4) Inspect and replace rubber seals in all pneumatic lines (5) Clean and repaint battery box (6) Replace coupler(*) (7) Clean and refurbish couplers and electrical drum switches (8) Inspect and clean articulation linkage and (9) Replace rubber elements (10) Inspect and clean sanders Notes: (*) RT will furnish replacement components in accordance with the Contractor's inspection report.		 X X X X X X X X X X				X X	
4.1	**General Requirements** Contractor must bring defects found in the pneumatic lines, other than seal replacement, to RT's attention for concurrence on the need for repair. A replacement proposal and cost estimate for additional work must provided to RT and accepted in writing by RT prior to the commencement of the repair work.						X	
4.2	**Specific Requirements**							
4.2.1	**Air Compressor** Contractor must remove the air compressor assembly from the vehicle and return it to RT. Contractor must install a replacement unit provided by RT. All connections to the carbody are Contractor's responsibility, including replacement of rubber seals in the pneumatic lines.		X					
4.2.2	**Brake Pneumatic Control Panels** Contractor must remove all Knorr pneumatic control panels and valves from the vehicle, and replace with RT-supplied refurbished or new parts. There are two pneumatic brake control units (BCU) mounted under the car controlling the brake pressure, one for two motor trucks and one for the center truck. Each unit contains an analog converter (Type AW4), a pressure limiting valve (Type DBV1-EF), a relay valve (Type KR6), an emergency magnet valve, and three pressure test fittings (Type K1-E). Additionally, there are three valve boxes containing the anti-slide magnet valve (Type WMV-20), pressure reducing valve (Type DMV 7A/7.5), and the emergency release magnet valve (Type WMV-12E). There are also several test points, pressure switches, and piping. Contractor must inspect the valves and functionally check each valve through the vehicle static functional test. Independent from both boxes, rapid vent valves (Type SEV-T) are installed on the carbody near each motor truck. Quick application valves (SAV) are mounted on each truck.		X					As part of event recorder system, need to determine location to integrate brake pipe pressure and other brake related signals of interest.
4.2.3	**Air Reservoirs and Pneumatic Lines** Contractor must expose and visually check all air reservoirs and pneumatic lines on the vehicle for damage, excessive wear and deterioration. Pneumatic lines include all lines to the brakes, coupler, doors, pantograph, sand boxes, etc. Where rubber seals are used in the connection, Contractor must disconnect the lines, replace seals, and then reconnect. Contractor must replace all flexible hoses must be with new identical hoses. All seals, air filters and hoses replaced under this work item must be furnished by the Contractor, except for the following hoses, which will be provided by RT: (1) All hoses related to the air supply and brakes located under the car, between car and trucks and within the trucks: and (2) Hoses to the pressure gauges in each cab.		X					
4.2.4	**Battery Box** Replacement battery assembly will be provided by RT. Contractor must remove the battery box from the vehicle for inspection, repair, modification and painting. Repair of the battery box consists of removing corrosion and replacing corroded hardware on both the interior and exterior of the box. Contractor must modify the battery box tray to properly install the new battery pack furnished by RT. Repainting must include surface preparation, priming, and a minimum of two coats of an alkaline-resistant polyurethane paint. Color must be black and match the existing underfloor equipment boxes both in color and gloss to the maximum extent possible. Contractor must remove and dispose of the battery cells, including disconnecting cables, modify the battery tray for the new battery, connect all cables and functionally check the re-assembled battery box under this work item.			X				Will require modification to accept new Hoepecke batteries supplied by SacRT. Need to finalize with authority the cell layout and other dimensional information. See section 5.2.5.
4.2.5	**Coupler** Contractor must remove the coupler assembly from the car underframe and return it to RT. Contractor must thoroughly clean and inspect the coupler anchorage. Refurbished couplers will be supplied by RT for installation by the Contractor. After installation of the refurbished couplers, Contractor must perform a functional test by coupling two vehicles and verify correct functioning of the mechanical coupler and electrical coupler heads. These tests must also include a swing-out test to assure that the coupler swing has not changed.		X					

4.2.6	**Coupler Drumswitch** Contractor must remove, disassemble, overhaul, and re-install the coupler drumswitches located on at each end of the vehicle. Overhaul of the drumswitch must include disassembly, cleaning and lubricating of the pneumatic actuators, and inspection, cleaning and testing of the three electrical switch assemblies as part of the drumswitch. The electrical switch assembly may not be removed for this process. Defective switches must be replaced. ~~the rotary switch and rebuilding the simplex and duplex solenoid valves. Contractor must replace all gaskets used on air connections.~~ Contractor must also disassemble, clean and inspect the simplex and duplex solenoid valves. Contractor must replace all "O" rings, gaskets and other rubber components. Contractor must clean and inspect springs for evidence of corrosion, distortion, or a permanent set. Contractor must clean, inspect, and check all three coils for electrical impedance. Contractor must test reassembled valves at 90 psi and 200 psi for leakage and proper operation.	Addendum 1	X					
4.2.7	**Articulation Linkage** Contractor must clean and inspect the articulation linkage. Contractor must inspect the mounting brackets for cracks and repair any cracks found by welding under this work item, following the AWS D1.1 welding code. Contractor must submit the repair procedure for the cracks to RT for review and approval. Contractor must remove and clean rods and nuts. If the nuts cannot be turned, Contractor must replace the rods and nuts under this work item. Contractor must repaint the bracketry using the approved exterior paint.		X					
4.2.8	**~~Replacement of Rubber Elements~~** Contractor must replace all rubber elements on the carbody. These elements include, but are not limited to, equipment vibration dampers, component stops such as coupler lateral bumpers, dust protectors for moveable components, traction motor ventilation ducts, door operator hoses and plastic lines, bushings, and seals.		X					
4.2.9	The sanders are located underneath a seat near the doors over the motor trucks and on each side of the vehicle. Contractor must disassemble, clean and test the sand boxes and ejector valves. The sander valves F2 are part of the brake valve box, which Contractor must remove and hand over to RT to be replaced with a refurbished unit. Contractor must clean and inspect pneumatic pipes and hoses. Contractor must replace all worn parts. Contractor must replace the existing, approximately 8 in long, rubber hose distributing sand to the wheel rail contact point with a new rubber tube with diameter of 1 in, to avoid clogging up due to humidity. Contractor must modify the support bracket accordingly.		X					
4.3	**Certification and Test Requirements** Contractor must test all items refurbished or replaced. The proposed testing procedure must be submitted to RT for review and approval. For additional testing requirements, reference Section 11.		X					
4.4	**~~Submittals~~** Contractor must provide the following submittals for RT approval: (1) Painting procedure, MSDS, and paint type used for battery box (2) Record of verification of coupler anchor bolt torque, height of coupler head, and gathering range (3) Welding procedure for articulation bracket, if required (4) New sander nozzle design (5) Drum switch assembly overhaul procedure (6) Air leakage test procedure	Addendum 1	X					

Clause #	REQUIREMENT	ADDENDUM	STATEMENT OF COMPLIANCE										TLS Eng COMMENT
			FULLY COMPLY		COMPLY w/ COMMENT		DO NOT COMPLY		OUT OF SCOPE		FOR INFO ONLY		
			Lavalin Tech.	Alstom	Lavalin Tech.	Alstom	Lavalin Tech.	Alstom	Lavalin Tech.	Alstom	Lavalin Tech.	Alstom	
5	**Work Scope** This work scope consists of the removal of the existing Motor Alternator and DC/DC power supply and the procurement and installation of a new solid state system consisting of the items listed below: 1) Supply and install a new Auxiliary Power Supply (APS), including the Low Voltage Power Supply (LVPS) for the 37.5 Vdc circuits and battery charging 2) Supply and install a new battery circuit breaker 3) Install new batteries The scope of work also includes all required design work in the procurement and installation of the new units, all wiring and conduit required for the installation, and all ancillary devices required for proper operation.			X X X X						X X	X X	Understood. No further comment. Understood. No further comment. Understood. No further comment. Understood. No further comment. Understood. No further comment.
5.1	**General Requirements** The existing auxiliary power supply system consists of a motor/alternator set (MA) for ac power distribution and a solid state low voltage power supply (LVPS). The output of the LVPS is directly wired to the batteries and vehicle low voltage distribution panel. Contractor must replace the MA and existing LVPS with an integrated solid state auxiliary power supply (APS). Contractor must size the new APS to meet the existing requirements of the vehicle, including any new loads. Contractor must provide complete design documentation, installation drawings, parts catalog, operating & maintenance manuals, and maintenance training for the selected APS. Contractor must refer to Section 12 for documentation and system support requirements. Contractor must dispose of the existing LVPS, MA, and batteries.			X					X				Alstom production team to remove and recycle the LVPS, MA and batteries. Have recommended finding local resources to recycle exotic metals (i.e. copper, brass, stainless steel, etc.)
5.2	**Specific Requirements**												
5.2.1	**Auxiliary Power Supply** The new APS must be designed to supply all ac and dc loads on the vehicle. The APS must consist of a static inverter and DC/DC (LVPS) power supply. The battery charger output must be temperature-compensated to limit the charging current to the maximum recommended by the battery supplier. A diode connection between the LVPS output and battery charger output must be provided to allow current to flow from the batteries to the low voltage distribution but not from the low voltage distribution system to the batteries. The APS must be of sufficient capacity to supply all ac loads on the vehicle with simultaneous application of short-time loads, such as HVAC compressors starting, and all low voltage dc loads on the vehicle. A load management system must prevent the simultaneous starting of both HVAC units. Contractor must submit a power consumption calculation for all ac and dc loads of the vehicle to RT for approval. The APS must shut down if the line voltage exceeds 950 Vdc or drops below 500 Vdc. The APS must start automatically when the applied voltage is between 525 Vdc and 925 Vdc. The unit must automatically restart if an overvoltage falls below 925 Vdc or and undervoltage rises above 525 Vdc. Battery power must not be required as a prerequisite to starting, or for closing circuit breakers or contactors needed to permit APS operation. The APS must be designed for complete electrical isolation from input to output, and from both the input and output to the vehicle enclosure and carbody. The ac output must be 4-wire with the neutral grounded to the vehicle structure at one location only. Either convection-cooled or forced-air ventilated designs may be used. If forced air is used for cooling, the design of the air intake filtration system must be submitted to RT for review and written approval. An integrated over temperature protection must protect the APS from damage due to overheat. The overheat protection scheme must be submitted to RT for review and written approval.				X	X						*TLS Eng will complete load analysis of vehicle prior to completion and release of final Sourcing specification. *Existing MA is 55 kVA and LVPS is 10 kW. Suppliers requested to supply 55 kVA & 10 kW respectively. *Requirements will be placed on supplier to ensure APS, LVPS and DC is capable of handling anticipated input voltages, loads and power factors. *TLS Eng have included these requirements as part of initial Sourcing specification. Supplier will ensure no ability to conduct energy between any point in case and mounting points. *TLS Eng shall ensure electrical isolation of APS from vehicle. *TLS Eng shall provide integration of forced air ducting, and air filtration. *System supplier will provide overheat protection scheme, as control to unit design.
5.2.1.1	**Ac Supply Parameters** - Nominal voltage 208/120 Vac, 4-wire - Nominal frequency 60 Hz - Frequency limit (steady-state) ±5% - Voltage to frequency ratio ±2% - Total harmonic distortion <10% - Neutral grounding One location on carbody structure		X X X X X X	X X X X X X									No Further Comment.
5.2.1.2	**Dc Supply Parameters** - LVPS voltage 37.5 ~~4~~ 1% - ~~Battery charger output 37.5 ± 1%~~ **Minimum regulation (full range) 1.5%** - ~~User adjustability ± 10%~~ **Maximum ripple 5%** - ~~Maximum ripple 5%~~ **Battery charger output 37.5 V nominal** - ~~Minimum regulation (full range) 1.5%~~ **User adjustability ±10%** In the event of an overcurrent or fault condition, the LVPS may limit both current and/or voltage to acceptable limits, disconnect the output, or shut off the LVPS. Normal operation must automatically resume when the overload or fault is removed.	**Addendum 2** **Addendum 2** **Addendum 2** **Addendum 2** **Addendum 2**	X X X X X X	X X X X X X								
5.2.1.3	**Line Filters** Contractor must supply APS Line filters. One line filter may be used on the inputs of both the inverter and LVPS portions of the APS. Capacitors must have a rated life of at least 12 years. Contractor must submit calculations supporting capacitor life expectancy for RT review and approval. The calculations must include manufacturer's data and application recommendations, ripple currents, and ambient and operating temperatures. Automatic detection of capacitor failures must be designed into the unit. Detection of failures must be stored in the APS diagnostic system. Filter capacitor inrush current, during initial charging, must be limited according to the supplier's recommendation, but in no case may the inrush current be greater than 200 amps. A bleeder resistor must be permanently connected across the terminals of each capacitor to reduce the terminal voltage to less than 50 Vdc within 3 minutes of the disconnection of primary power. A warning sign must be positioned adjacent to the capacitors to warn maintenance personnel to lower the carbody pad, wait five minutes, manually bleed, and then short circuit the		X	X								

5.2.1.4	**APS Diagnostics** Each APS must be provided with a diagnostic and fault monitoring system that interfaces with a laptop with a diagnostic program supplied by the manufacturer. The system must include a fault logger, storing diagnostic and fault data in non-volatile memory. Each fault and event shall be stored with relevant environmental data at least 5 seconds before and 1 second after the fault. The sampling rate must be the same as the processing time of the icroprocessor. The supplier must provide a proposed list of fault and event recordings, and the overall APS internal protection strategy, for RT review and approval. Connection of a laptop to the APS must be from the side of the vehicle with the connector mounted behind the vehicle side skirt. Contractor must provide five copies of the manufacturer's diagnostic program to RT for installation on maintenance laptops. The diagnostic program must be capable of running under Windows XP-7-or later edition.	Addendum 1	X	X									
5.2.1.5	**EMI Requirements** Contractor must provide an EMI control and test plan to ensure that the following EMI limits are not exceeded:		X	X									*Requirement of suppliers to provide EMI/EMC plan for provided equipment. *TLS Eng to provide car-level EMI/EMC plan. This includes APS when installed and operational.
5.2.1.5.1	**Radiated Emission Limits** Radiated emissions, as measured by the procedures given in "Radiated Interference in Rapid Transit Systems, Volume II: Suggested Test Procedures, UMTA-MA-06-0153-85-11" must be: ▪ Between the frequencies of 0.01 MHz to 30 MHz, the maximum limit must be a straight line from 122 dB above one microvolt/meter/MHz bandwidth to 84 dB above one microvolt/meter/MHz. ▪ From 30 MHz to 88 MHz, the maximum limit must be 50 dB above one microvolt/meter/MHz bandwidth. ▪ From 88 MHz to 1000 MHz, the maximum limit must be 60 dB above one microvolt/ meter/MHz bandwidth. These limits must not be exceeded when measured at a distance of 30 meters from the track centerline, with the vehicle in any		X	X									*TLS Eng requirement to ensure EMI/EMC limits are not exceeded. Testing to be outsourced based on communication with Steve Charles. *Assume suppliers are compliant with UMTA limits. Will be to demonstrated during factory acceptance and system testing.
5.1.2.5.2	**Conductive Emission Limits** Conductive emissions, as measured by the procedures given in "Conductive Interference in Rapid Transit Signaling Systems, Volume II: Suggested Test Procedures, UMTA-MA-06-0153- 85-6, Method RT/CD02A, Conductive Emission Test, Vehicle", must have current limits defined as follows: ▪ 10 ampere RMS from 30 Hz to 50 Hz ▪ 1 ampere RMS from 50 Hz to 70 Hz ▪ 10 ampere RMS from 70 Hz to 90 Hz ▪ 1 ampere RMS from 90 Hz to 110 Hz ▪ 10 ampere RMS from 110 Hz to 320 Hz ▪ Emission limits then follow a continuous curve through 10 amps at 320 Hz, 0.08 amp at 2 kHz, 0.016 amp at 4 kHz, and 0.0046 amp at 7 kHz, then not greater than 0.0046 amp for all frequencies up to 30 kHz. ▪ 0.5 mA RMS from 30 kHz to 150 kHz Particular care must be taken not to interfere with the existing TWC equipment (120 – 150 kHz).		X	X									*TLS Eng requirement to ensure EMI/EMC limits are not exceeded. Testing to be outsourced based on communication with Steve Charles. *Assume suppliers are compliant with UMTA limits. Will be to demonstrated during factory acceptance and system testing.
5.1.2.5.3	**Inductive Emission Limits** Inductive emissions, as measured by the procedures given in "Inductive Interference in Rapid Transit Signaling Systems, Volume II: Suggested Test Procedures, UMTA-MA-06-0153-85-8", must be limited as follows: 20 mV from 30 Hz to 1 kHz, and 10 mV from 1 kHz to 100 kHz.		X	X									*TLS Eng requirement to ensure EMI/EMC limits are not exceeded. Testing to be outsourced based on communication with Steve Charles.
5.2.2	**Installation of APS** The new APS must be located undercar in the area currently occupied by the motor alternator and control box. The attached drawing shows the mounting of the existing motor alternator set. Contractor must use the existing mounting brackets or submit a new mounting using the same space for RT review and approval. Contractor must provide a structural analysis of the unit mounting for RT review and approval. This requirement will be waived if the weight of the unit is less than the weight of the MA and the existing mounting tabs are used for the installation of the new APS. Cooling air ducting. If needed for forced ventilation, must draw air from the existing air-intake on the side of the vehicle.		X	X									*TLS Eng confirmed APS supplier will provide APS that uses existing mounts. *Confirmed APS will be lighter than MA. No requirement to provide structural analysis. *TLS Eng will provide integration of cooling air duct, and approval from authority.
5.2.3	**Battery Circuit Breaker** Contractor must provide and install a battery circuit breaker to meet the NFPA 130 requirements for a battery disconnect accessible from the side of the vehicle. A two-pole circuit breaker must be located in an enclosure located within 10 feet of the battery box. The circuit breaker must be rated to withstand the short-circuit capacity of the battery and must be directly connected to the positive and negative terminals of the battery bank without intermediate terminations or splices. The location, rating, and design of the breaker must be approved by RT. The circuit breaker must be equipped with a shunt trip feature wired to a battery overtemperature sensor located in the battery			X					X				*TLS Eng to provide engineering of c/b installation.
5.2.4	**Battery Installation** During reassembly of the vehicle, Contractor must install new batteries provided by RT in the battery box. The new battery pack must have a temperature sensor(s) to correctly control the charging current. Contractor must provide the temperature sensor(s)			X					X				*TLS Eng will work with Hoepecke to identify dimensions and other items of interest, to redesign battery installation.
5.2.5	**Battery Box** Contractor must overhaul the battery box and drawer per Section 4.2.4			X					X				*TLS Eng to provide re-engineering of battery box and installation.
5.3	**Certification and Test Requirements** Contractor must perform the following tests and certifications and submit the results to RT for review and approval: 1) APS qualification test procedure and test performance. Contractor is encouraged to select a supplier with a previous record of a qualification on the same unit and submit the test report for RT qualification test waiver. 2) APS conformance test procedure. 3) APS conformance test report for each unit.		X	X									*Lenks to provide unit qualification test procedure. TLS Eng to provide car level test procedure and provide completed test report.
5.4	**Submittals** Contractor must provide the following submittals for RT approval:										X	X	

	1) APS design report including load calculations, operational descriptions, rating sheets, software descriptions, diagnostics description, electrical schematics, and assembly drawings.		X	X									*TLS Eng will complete load analysis of vehicle prior to completion and release of final Sourcing specification. *Existing MA is 55 kVA and LVPS is 10 kW. Suppliers requested to supply 55 kVA & 10 kW respectively.
	2) Recommended fault annunciation and internal protection strategy for the APS system		X	X									*Requirements will be placed on supplier to ensure APS, LVPS and BC is capable of handling anticipated input voltages, loads and power factors.
	3) APS installation drawings with structural calculations.					X			X				*TLS Eng has confirmed that existing mounting locations will be used, and unit is lighter than existing MA. Will not require additional submittal of
	4) Battery circuit breaker test report with fault current calculations for battery bank.			X					X				
	5) Battery circuit breaker enclosure and installation drawings.			X					X				*TLS Eng to provide battery box design
	6) Battery over-temperature sensor data sheet and settings.		X	X									*TLS Eng to work with Hoopecks and APS supplier to ensure proper integration.
	7) Air filtration systems design	Addendum 1	X	X									*TLS Eng to provide design documents for unit integration to car, and Lenka to provide design
	8) Line filter capacitor life expectancy	Addendum 1	X	X									

			STATEMENT OF COMPLIANCE										
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY		COMPLY W/ COMMENT		DO NOT COMPLY		OUT OF SCOPE		FOR INFO ONLY		TLS Eng COMMENT
			Westcode	Alstom	Westcode	Alstom	Westcode	Alstom	Westcode	Alstom	Westcode	Alstom	
6	**Work Scope** The work scope for the refurbishment requirements of the Heating, Ventilation, and Air Conditioning (HVAC) system consists of the following:										X	X	
	(1) Contractor must overhaul the current HVAC units in kind, using existing, where possible, or new refrigeration system and electrical components, retaining existing fit and function. All replacements, except as listed below in item 2 below, must be reviewed and approved by RT as a manufacturer basis.		X	X									
	(2) Contractor must replace the following refrigeration components in kind with identical components having the same dimensions and capacities: a) evaporator coil, b) condenser coil, c) thermal expansion valve		X	X									
	(3) Contractor must clean, test and retain all other refrigeration components and piping if possible. Contractor must replace defective or damaged beyond repair components and piping with identical new components.		X	X									
	(4) Contractor must replace the refrigeration compressor with the same compressor rebuilt by the manufacturer or its authorized rebuilder		X	X									
	(5) Contractor must clean, test and retain overhead heaters if possible. Contractor mustreplace defective or damaged heater elements with identical DC-powered heaters, having the same heating capacity.		X	X									
	(6) Contractor must clean, test and retain electrical contactors, relays and motor starters whenever possible. Replacements of these components, if required, must be authorized by RT		X	X									
	(7) Contractor must clean, test and retain AC-powered, 3 phase, evaporator blower and condenser fan motors if possible. Contractor must change all bearings		X	X									
	(8) Contractor must clean, repair as necessary and retain the evaporator blower assemblies and condenser fans		X	X									
	(9) Contractor must functionally test and reuse the electrical control units. If the controller or its components are found defective and/or non-operational, Contractor must contact RT for resolution and further actions		X	X									
	(10) Contractor must reuse the electrical connectors. If connectors are damaged beyond repair, Contractor must replace the connectors with prior review and approval by RT.		X	X									
	(11) Contractor must clean dirt and rust, sandblast, repaint and reuse the existing HVAC unit frame and housing		X	X									
	(12) Contractor must provide new service access doors.		X	X									
	(13) Contractor must clean, test and retain the existing ductwork. Contractor must replace ductwork as necessary. If damage beyond repair is found during inspection		X	X									
	(14) Contractor must overhaul the heater and demister in each cab, as specified herein. The expected service life of the equipment after overhauling under this section is 10 years.			X					X				"Westcode has taken exception to heater & demister, as this is car builder responsibility. TLS Production personnel to perform overhaul of heater & demister.
6.1	**General Requirements** The overhauled HVAC units, defined herein, must use R-407C or similar RT-approved refrigerant listed in the U.S. EPA SNAP list for Motor Vehicle Air Conditioners for Passenger Train end-use. The refrigerant must have an ASHRAE Safety Rating of not less than A-1. Contractor must provide an acceptable charging procedure for the system charged with the blended refrigerant. A control system must automatically operate the HVAC equipment, including floor heaters, to control the interior temperature based on the existing control algorithm. All rotating equipment operates from the 208 VAC, 3-phase, 60 Hz power supply. All HVAC apparatus and controls must also meet the applicable requirements of UL 1995 and		X	X									
6.2	**Specific Requirements**												
6.2.1	HVAC Ventilation-Ventilation of passenger compartment is accomplished by the blowers of the evaporator section, and associated ducts. Fail ventilation must be continuously available in the event of refrigeration system failure.										X	X	
6.2.1.1	**HVAC Blower Assembly** Evaporator blower motors must operate continuously from the 208 VAC, 3-phase, 60 Hz power supply. Motor coils must be subjected to a motor winding temperature rise test during the manufacturer's testing. The blower-motor assembly must be balanced in accordance with NEMA MG 1-20.53 and 1-20.54. Imbalance must not exceed 0.025 mm (0.001 inch) in any direction at the motor end bells. A flexible braided copper ground strap must provide electrical grounding of the motor frame to the vehicle structure. Evaporator blowers must operate to ventilate the vehicle whenever the HVAC control system is energized.Motors and fans must be easily removable from the roof for repair, cleaning, or replacement. Motor and fan inspection covers must be easily removed and replaced, and must provideunrestricted access for inspection and maintenance.						X	X					"Westcode has taken exception to motor winding temperature rise test, as electric motors are being cleaned and reused.
6.2.1.2	**Air Filters** Fresh and mixed air must be filtered by disposable, viscous-impingement, pleated filters with the cardboard frame, type PARR 30/30 or equal. Filters and filter holders must be sealed at their edges to prevent filter bypass. Support of the filter elements must be provided to prevent blow-out of the filter elements under clogged filter		X	X									

6.2.1.3	**Air Ducts** Contractor must inspect clean, and repair the existing distribution air ducts as necessary. The existing return air duct and grill must be inspected, cleaned, and refurbished to like new condition. Contractor must replace any ducts that cannot be overhauled, with prior approval by RT.			X					X				*TLS production personnel will inspect, clean and repair all ducting. TLS Engineering to create work instruction and condemning limits.
6.2.1.4	**Diffusers, Grilles, and Outlets** Contractor must inspect, clean, and overhaul the existing diffusers, grilles, and outlets to like new condition. Contractor must replace any diffusers, grilles, or outlets that cannot be overhauled to like new			X					X				*TLS production personnel will inspect, clean and repair all ducting. TLS Engineering to create work instruction and condemning limits.
6.2.2	**Heating** The vehicles are electrically heated by heater elements supplied as part of the HVAC system and baseboard heaters along the side walls (floor heaters). The electric heaters operate from the 750 Vdc power. Contractor must inspect and test the existing wires before reuse to assure safe operation of the heaters. Contractor must replace defective wires with high temperature wire (150°C). Wire markers must be used for interconnecting all heater elements. Low voltage wiring must be separated from high voltage wiring. Both must have a minimum 150°C rating.		X	X									
6.2.2.1	**Overhead Heat** Overhead heat is provided in the passenger area by electric heaters that are part of the HVAC system. Contractor must clean, test and retain the existing overhead heaters if possible. Contractor must replace defective or damaged heater elements with identical DC-powered heaters, having the same heating capacity, with prior approval by RT. As an option, Contractor must provide pricing for replacement of all overhead heater elements listed on the Pricing Form.To prevent damage from excessive heat build-up in the element plenum, such as may occur with loss of air flow, Contractor must install an approved air flow monitoring system in the evaporator/heater discharge duct. The system must remove control voltage from the heating and air conditioning compressor contactor coils upon detection of a loss of air flow. Contractor must provide the following protection at each unit against possible over-temperature conditions: (1) Contractor must install an automatic high-limit thermostat adjacent to each overhead heater unit to detect the presence of excessive temperature caused by dirty filters, loss of air flow, or air flow monitor failure. Upon detection of excessive temperature, the thermostat must open the overhead heat contactors. The high limit switch must not cycle during normal operating conditions. (2) In the event of excessive heat, and when all other protections fail, a fusible link backup		X	X									
6.2.2.2	**Vehicle-Mounted Heating Elements**												
6.2.2.2.1	**Floor Heat** Contractor must inspect, clean, and repair the existing floor heaters and heater guards as necessary. Contractor must replace any defective/non-operational heaters in kind, with the prior written approval of RT. Contractor must replace any damaged heater guards that cannot be			X					X				*TLS production will clean, inspect and test heater elements. TLS Eng to provide work instruction detailing condemning limits.
6.2.2.2.2	**Windshield Defroster/Demister** Contractor must inspect, refurbish and retain the existing windshield defroster. Contractor			X					X				*TLS production will clean, inspect and test demister/defroster. TLS Eng to provide work instruction detailing condemning limits.
6.2.2.2.3	**Cab Heating** Contractor must inspect, and retain the existing cab heater if it is in working condition. Contractor must not replace the cab heater without prior written approval by RT.			X					X				See above
6.2.3	**Cooling Equipment** Contractor must refurbish the existing HVAC equipment, in kind with the new refrigeration components, as described in Section 6.0, Item 2 above. Contractor must be clean, inspect, test, and reuse interconnecting piping, refrigeration and electrical controls, circuit breakers and contactors. Contractor must not replace components not mentioned in Section 6.0, Item 2 above without prior written approval from RT. HVAC equipment must be designed, constructed, and assembled to meet the safety requirements of UL 1995 and ASHRAE 15 for heating and cooling equipment. Major equipment components, such as: compressor motors, electronic controls, coils, and heaters must be serviceable and replaceable through access panels on the unit. Contractor must water test the equipment in a manner recommended by UL 1995. Unit weather seals must exclude water from the electronic controls.		X	X									
6.2.3.1	**Evaporator Portion** Contractor must provide new evaporator coil assembly, identical to the existing in dimensions and capacity. The evaporator coil assembly must be housed in a rigid stainless steel or copper alloy frame. The tube support sheets must be constructed of stainless steel or copper alloy with support collars for each tube. The coil must have copper tubes and copper fins. The tubes must be expanded to positively retain the fins in position. Contractor must clean and reuse existing condensate drain pan. Contractor must equip the end of drain pipes with the flapper valves (a.k.a. "ducbo") to prevent air intake through the drain line. Contractor must insulate all cold surfaces, including the coil housing and the condensate drain pan, to prevent sweating due to condensation.		X	X									

6.2.3.2	**Compressor/Condenser Portion** Contractor must replace the refrigeration compressor with a overhauled Carrier/Carlyle, transportation grade, multi-stage compressor of the same type as existing compressor, with an internal AC motor and over-temperature protection, powered by 208 VAC, 60 Hz, 3-phase from the auxiliary inverter. The compressor must have a crankcase heater, which should activate when HVAC unit is inoperable. The compressor must be resiliently mounted on the unit frame. Contractor must provide a new condenser coil assembly, identical to the existing in dimensions and capacity, housed in a stainless steel or copper alloy frame. The coil must be copper tube and copper fin construction. The tubes must be expanded to positively retain the fins in position. The tube support sheets must be constructed of stainless steel or copper alloy with a louver collar for each tube. Contractor must clean and reuse the condenser fan and fully enclosed, 200 VAC, 60 Hz, 3-phase, motor. A slinger is required on the motor shaft to prevent moisture penetration to the inside of the motor. The diameter of the slinger must be equal to the motor diameter. The motor shaft must be treated to prevent corrosion and seizing of the fan hub on the shaft, and to facilitate removal of the condenser fan. Contractor must apply a seal to the top of the shaft and the fan hub. Contractor must provide a flexible copper strap to electrically bond the condenser fan motor frame to the car body structure. Contractor must clean, test and reuse all other components and controls. Contractor must replace any damaged or not properly functioning component without prior approval from RT.		x	X									
6.2.3.3	**Refrigeration Controls** Contractor must clean, test and repair all existing refrigeration controls and switches as necessary. Contractor must replace any damaged or not properly functioning component without prior approval from RT.		X	X									
6.2.3.4	**Insulation** Refrigerant suction lines must be wrapped with new fire-retardant, closed-cell foam insulation. Drain lines above the floor must be insulated with the same foam insulation material to preclude sweating. Insulation corners must be mitered and sealed with an approved sealant. Insulation must meet the flammability and smoke emission guidelines specified herein.		X	X									
6.2.3.5	**Miscellaneous Requirements** The HVAC equipment manufacturer must pressure test and then evacuate and dehydrate the entire system to 50 microns or less. The system pressure must not rise above 300 microns after the one-hour period when the vacuum pump is isolated. The refrigerant charge weight must be the same as in the existing system. The cooling unit must be resiliently mounted to the vehicle.		X	X									
6.2.4	**Controls** Contractor must functionally test and reuse the existing electrical control units. All control functions must remain as originally intended. If Contractor finds the controller or its components defective and/or non-operational, Contractor must contact RT for resolution and further actions. The control systems of the two HVAC units on the same vehicle must ensure that refrigerant compressors' starting is sequenced to limit the auxiliary inverter inrush load.		X	X									
6.2.4.1	**Temperature Sensors** Contractor must clean, functionally test and reuse the existing return air and fresh air sensors and must not replace defective sensors without prior written approval from RT. Contractor must protect the sensors from damage during routine service and maintenance, including, but not limited to, cracking the plastic fixture.		X	X									
6.2.5	**Frame and Housing** Contractor must clean the existing HVAC unit frame and housing of dirt and rust, and sandblast, repaint and reuse. If Contractor's frame inspection reveals that additional repairs are necessary, Contractor must contact RT for any additional work authorization. Contractor must modify the housing to include new access doors allowing service access to all unit components without removing the covers. For the following drawings, see technical data section: D-0-874-21504, Rev. 4, Cover, Front Control Section D-0-874-21505, Rev. 5, Sheet 1 of 2, Cover, Side A Control Section D-1-874-21505, Rev. 1, Sheet 2 of 2, Rib #1 D-0-874-21506, Rev. 5, Sheet 1 of 3, Cover, Side B Control Section D-1-874-21506, Rev. 0, Sheet 2 of 3, Rib #1D-2-874-21506, Rev. 1, Sheet 3 of 3, Rib #2		X	X									
6.3	**Certification and Test Requirements Certification and Test Requirements** (1) Manufacturer's pressure test report and certification for each evaporator and condenser coil (2) Carlyle or its authorized rebuilder's test report and certification for each compressor. (3) HVAC conformance test procedure. (4) HVAC conformance test report for each unit. (5) A high voltage and insulation test following current NEMA standards must be performed		X X X X X	X X X X X									
6.4	**Submittals** (1) HVAC unit inspection, including refrigeration system, electrical equipment, frame and housing, procedure. (2) Disassembly procedure. (3) HVAC unit cleaning procedure, including refrigeration system, electrical equipment, frame and housing. (4) Evaporator and Condenser coil designs. (5) HVAC unit re-assembly procedure.		X X X X X	X X X X X									

	DOORS							Section 7
		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
7	**Work Scope** The work scope consists of additions and modifications to the existing vehicle equipment and electrical circuits as listed below.						X	
	(1) Install an ADA ramp in the front doorways adjacent to the operator's cab on each end of the vehicle, four per car		X					
	(2) Remove the two longitudinal flip-up seats adjacent to the end vestibules to facilitate wheelchair seating		X					
	(3) Remove the bottom portion of the adjacent perpendicular flip-up seats		X					
	(4) Modify the vehicle wiring system to permit the front doors on each cab to work independently of the trainlined door control		X					
	(5) Test and replace, if defective, the passenger "door open" buttons on each doorway		X					
	(6) Add new ADA-compliant audible and visual indicators for door closing at each doorway and		X					
	(7) Add a new external, yellow "door" open indication		X					
	(8) The scope of work includes all required design work in the procurement and installation of the new components, all wiring and conduit required for the installation, and all ancillary devices required for proper operation.							
7.1	The existing vehicle has a high floor with steps at each entry and does not meet the requirements of the Americans with Disabilities Act (ADA). RT will use high platform segments on the wayside to permit access directly to the vehicle interior by installing a level-bridging device over the existing steps. The device will be manually deployed and, once deployed, it will prevent use of the steps for boarding. Each vehicle requires four ramps. The ramps are positioned to service the forward doors, adjacent to the operator's cab. Each ADA ramp consists of two pieces connected with a heavyduty hinge. The first piece is referred to as the trap door. Its purpose is to cover the stair well by providing a platform that extends the floor level to the passenger door. The second piece, referred to as the bridge plate, forms a bridge between the vehicle trap door and the stations' ADA passenger ramps when deployed. Only the ramps adjacent to the active operator's cab are in use at any one time. All other ramps remain in the stowed position against the windscreen. In operation, the operator will lower the ADA ramps adjacent to the cab to the ready position. In this position the trap door covers the stair well and the bridge plate section is in the ready (vertical) position. A latch is used to secure the bridge plate in the ready position. When the trap door is in the deployed position an interlock switch prevents the passenger operation of this door. After stopping the vehicle, the operator opens the door using the front "door open" pushbutton, unlatches, and manually deploys the bridge plate. When the ramp door is open, a safety interlock prevents the vehicle from moving. After passengers have boarded the bridge plate is manually retracted and latched in the ready position and the door is closed. At the end of the route, when the operator changes cabs, the bridge plate and trap door are raised and locked in the stowed position against the windscreen. The lock must be engaged with an operator's key. Contractor must provide installation drawings, existing schematic revisions, and maintenance training. Refer to Section 12 for documentation and system support requirements.		X					
7.2	**Specific Requirements**							
7.2.1	**ADA Ramp Installation** The ADA ramp and dividing wall will be provided by RT. Contractor must provide mounting hardware. The trap door must be flush with the surrounding vehicle floor on all edges that the trap abuts. Clearance gaps between the trap door and surrounding floor must be no greater than 0.25 inches. The trap door and bridge plate assembly supplied by RT will be constructed of aluminum and designed to swing up and down, pivoting on hinges whose axes are in a horizontal plane and perpendicular to the vehicle's longitudinal centerline. Both the trap door and bridge plate will be designed to support a load of 500 lbs. distributed over two points representing the wheels of a wheelchair, with a safety factor of 3 based on the ultimate strength of the material. The installation of the trap door and bridge plate must be designed to be rattle-free when in either the stowed or deployed position. All fasteners must be zinc-plated or otherwise coated for direct contact with aluminum. The position of the handles and latches should be such that operation by a 95th percentile male and 5th percentile female per Henry Dreyfuss and Associates Human Scale is possible. Safety latches must be provided to secure the ramps in the stowed and deployed positions. Latches used to stow the ramp assembly against the windscreen must require the use of an RT operator's key. An operator's key is not required for the bridge plate latch. The trap door contains a diagonal grab rail on its underside to serve as an aid to passengers boarding through the stairwell when the ADA ramp is not in use. All mounting points for hinges, latches, brackets and other load bearing structures must be designed based on the design loads and a 30-year service life.		X					TLS Engineering will work with Sacramento RT and it's consultant to determine definition of requirement. Need to determine if requirement is RAMS and/or FMECA or modeling of ADA Ramp and carbody to determine ability to reach 30 year life.

7.2.2	**ADA Seating Area** Four ADA areas must be provided in each vehicle. The seating areas will be located on both sides of the vehicle rearward of the end doorway windscreens. Contractor must remove the longitudinal flip-up seats and the support hardware from the floors and walls, and restore the wall and floor areas to like-new condition. Contractor must remove the flip up portion of the remaining perpendicular flip-up seats in the ADA seating area.		X					
7.2.3	**Front Door Control Pushbutton** The front door (lead door) control pushbutton function in the driver's cab must be modified as indicated below. The pushbutton must be functional in an active cab only and not enable other doors for operation by passengers. If pushed once, the door immediately behind the operator's cab on the appropriate side must open. The front door must remain open until the operator presses the "all door close" pushbutton.		X					
7.2.4	**All Door Close Pushbutton** If either of the two "all door close" pushbuttons is pressed, all doors on the left and on the right side must close throughout the vehicle and the train consist.		X					
7.2.5	**Passenger Door Open Buttons** The existing interior passenger "door open" buttons must be replaced or added if missing. All exterior pushbuttons of each vehicle must be tested for proper operation and replaced if defective. The new interior and replacement exterior buttons must be reviewed and approved in writing by RT. For locations that currently do not have interior local "door open" pushbuttons, Contractor must provide and install new pushbuttons. If the door is opened by the local "door open" pushbutton, it must remain open until the driver gives the close command (existing control).		X					
7.2.6	The existing door close announcement and door close delay are sourced by the "gold box", which will be replaced (see Section 8, Communications). An audible warning that the doors are closing must be provided locally at each doorway. When the operator closes the doors using the "door close" pushbutton, the audible alert must be activated for 2 seconds prior to the initiation of door movement. The warning must be audible both inside and outside the vehicle. The warning must be similar to the close warning used on other RT vehicles and must be submitted for RT approval. When the amber visual warning is flashing, it must be visible from both inside and outside of the doorway beginning 2 seconds prior to door movement and ending with the initiation of door movement. The visual warning indicators must be mounted to provide visibility both inside and outside the vehicle when the door is open. The visual indicator and its location must be approved by RT.		X					
7.2.7	**Door Open Indicator** A new amber "door open" indicator must be mounted on the exterior of the carbody above each doorway. The interior red light signifying door open must remain functional.		X					
7.2.8	**Sensitive Edge** Contractor must functionally test and replace all sensitive edges if defective. RT will supply new sensitive edges for replacement.		X					
7.3	**Certification and Test Requirements** Contractor must perform and submit the following tests and certifications to RT for review and approval. Contractor must complete prototype installation on the first two vehicles and test it in a 2- car consist. RT will review and approve all installations and functionalities. The approved prototype construction will be the standard for the installation of the remaining units.		X					
7.4	**Submittals** Contractor must provide the following submittals for RT approval: (1) Installation drawings for the ADA ramp. (2) A complete parts list for the installation of the ramps. (3) Package of modified vehicle schematics showing the changes in the door control circuit required in the section I. (4) Catalog cuts for all switches and indicators required in this section.		X					

Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY		COMPLY w/ COMMENT		DO NOT COMPLY		OUT OF SCOPE		FOR INFO ONLY		TLS Eng COMMENT
			STATEMENT OF COMPLIANCE										
			Interalia	Alstom	Interalia	Alstom	Interalia	Alstom	Interalia	Alstom	Interalia	Alstom	
6.0	**Work Scope** The work scope generally consists of removing the existing communications equipment from the vehicle, developing a plan to install new replacement equipment, and installing and commissioning the new equipment. More specifically, the scope of work entails:										X	X	*Understood. No further comment.
	(1) Develop a Design Report for the removal of existing equipment and the installation of new equipment as specified herein. Comprehensive descriptions of the new communication equipment to be installed, including both their individual diagnostic capabilities and their individual contributions to the Ethernet-based system diagnostic network, must be included in this report.				X	X							*Carbuilder responsibility to successfully integrate components supplied. TLS Eng will ensure completeness of final Sourcing specification by utilizing Renovation Platform review, as well as RSUS assistance.
	(2) Remove the existing communications equipment designated for replacement			X					X				*TLS Production to remove existing system components and install all-new components, wiring, relays, etc.
	(3) Provide and install an operator control panel		X	X									*TLS Eng to provide operator interface panel.
	(4) Provide and install cab, interior, and exterior speakers at existing locations		X	X									*TLS to procure complete system of components, with integration by TLS Eng. All components to be factory acceptance tested, and system acceptance tested
	(5) Provide and install a public address (PA) system		X	X									
	(6) Provide and install an intercom system for cab-to-cab and cab-to-passenger (PTC) communication		X	X									
	(7) Provide and install an automatic train announcement system (ATAS)		X	X									
	(8) Provide and install end and side destination LED signs		X	X									
	(9) Provide and install interior message signs		X	X									
	~~(10) Provide and install a video surveillance system~~	Addendum 1									X	X	
	(11) Provide and install a passenger stop request using the existing interior pull cable and door pushbuttons		X	X									Interalia understands requirements, and can assist in determining outcome. Possible TCP/IP or discrete input solution. TBD post contract award. Current responsibility lies with TLS Eng to design.
	(12) Install RT-provided radio equipment (2 sets of radios per vehicle; two roof antennas)			X					X				*TLS Eng to integrate system components to vehicle.
	(13) Install RT-provided GE/Video surveillance system.	Addendum 1		X					X				*TLS Eng to integrate system components to vehicle.
	The scope of work also includes all required design work in the procurement and installation of the new units, all wiring and conduit required for the installation, and all ancillary devices required for proper operation.										X	X	
6.1	**General Requirements** Contractor must remove the existing communications system from the vehicle and install a new integrated system. Contractor must provide, install, and test the system as one integrated system **including the TWC system**, except for the train radio. The train radio will be a separate stand-alone system. **Radios must be active only with the corresponding cab active signal.** All communications equipment must operate from the vehicle's low voltage dc supply. All communications equipment, including the train radio, must be interlocked with the cab such that operation is possible only from the active cab. All communications system functions must be operable for all vehicles in consists of up to four vehicles. Contractor must verify the suitability of the existing electrical coupler contacts and modify the contacts as required for proper communications trainline operation. Trainline operation with the RT fleets of Siemens and CAF vehicles is not required. All communication trainline wires must be provided with adequate shielding, and must be balanced to keep noise and interference from other vehicle equipment and cross-talk to inaudible levels. The train radio and the DC/DC converter (36/12V) must be protected by its dedicated circuit breaker. The communications system must provide status and diagnostic capabilities.Diagnostic information and status must be available locally through an Ethernet connection and displayed on a laptop PC. The diagnostic capabilities must be included in the new equipment descriptions submitted to RT with the Design Report described in Section 6.2.1. Contractor must dispose of the existing communications equipment.	Addendum 1	X	X									*TLS responsible to integrate and install per customer spec and system provider's recommendations. *Will require creating Sourcing spec for power converter, as well as development of BOM for installation mat'l.
6.2	**Specific Requirements**												

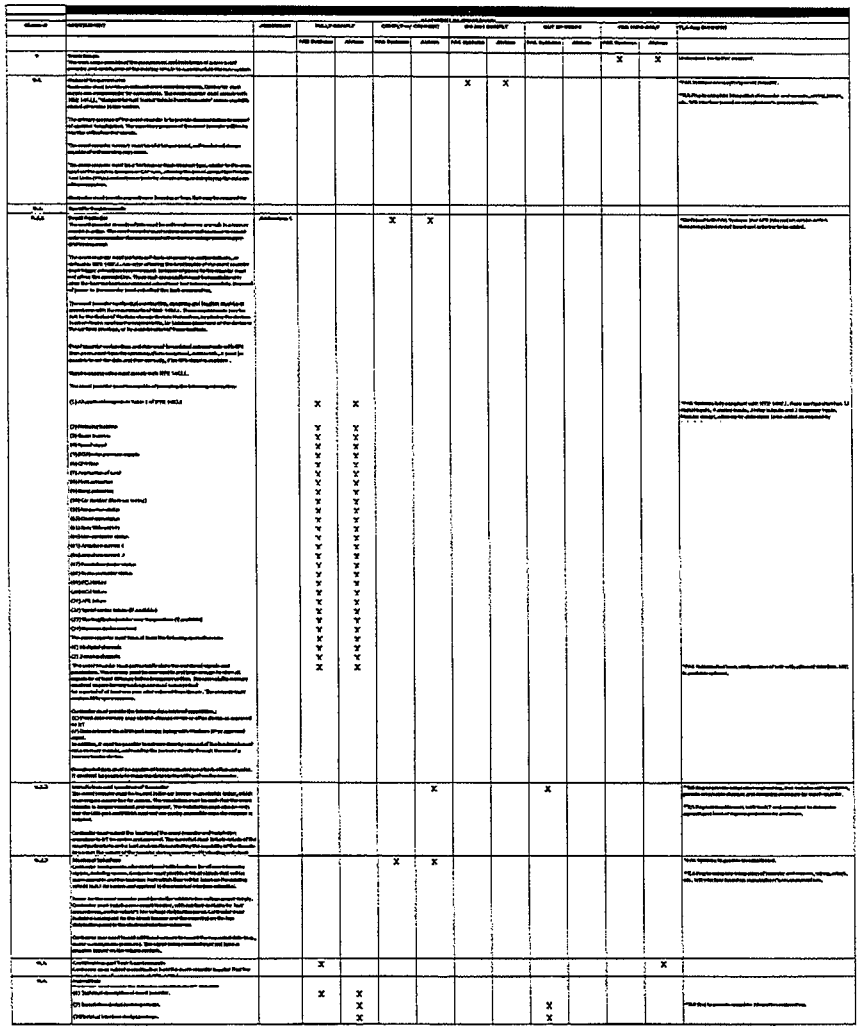
8.2.1	**Design Report for Communications System** Prior to the procurement of any new equipment for the refurbishment program, Contractor must obtain written RT approval for the new equipment, mounting locations, and installation details, including wiring. The installation must be designed to maximize the use of existing wiring, mounting locations, and power distribution circuits. The existing horn controller, as part of the gold box, must be retained. Contractor's Design Report must address the existing wiring in the vehicle and clearly show which wiring will be re-used and which wiring will be abandoned. Reallocated wires must be relabeled with new wire numbers where applicable. Abandoned wiring must be relabeled as spares and shown as same on the drawings. Contractor must complete Redlines of the UTDC schematic drawings that clearly showing the proposed changes. Contractor must include procedures for pulling new wiring into existing raceways. Contractor must include the mounting locations and details for all new and RT-supplied equipment in the Design Report. Existing mounting brackets and locations must be tested for integrity, to the greatest extent possible. Where brackets and mounting holes are to be abandoned, the Design Report must include the sealer and cosmetic treatments to be				X	X							*Interalia to provide Design Report for integrated system components. Responsibility of TLS Eng to provide Design Report detailing location of components and methodology of tieing pieces together.
8.2.2	**Operator's Control Panel** Contractor must install a new Operator's Control Panel on the console. The location and function of this panel is subject to RT review and written approval. The control panel must integrate all communications system functions except for the train radio. Contractor must match the communications control panels on RT's existing fleet to the maximum extent possible.				X	X							*Interalia is providing Operator's Interface, with TLS Eng designing operator's console panel.
8.2.3	**Public Address System**												
8.2.3.1	**General** The Public Address System must permit the operator and the Automatic Train Announcement System (ATAS) system to make audio announcements to passengers inside or outside the vehicle. The operator must be able to select the inside speakers, outside speakers, or both from the cab console. Operator-initiated PA messages must override the Passenger Information System. All messages must be intelligible under all operating conditions. Speech peaks must be limited to approximately 8 dB above the average input level of +7 dBm. Preceding any public audio announcement, including automatic announcements, a local tone annunciator must be energized to alert passengers that an announcement is forthcoming. The tone volume must be 3 dB above the normal speech level. The annunciator must be similar to the one used on the other RT vehicles and approved in writing by RT. The PA system, from the input of the microphone (or digitized audio messages) to the output of the speakers, must have a 90% intelligibility rating when tested according to ANSI S3.2, latest revision, "Method for measuring the intelligibility of speech over communications system".		X	X									
8.2.3.2	**Amplifiers** All preamplifiers, mixer amplifiers and power amplifiers must have a frequency response of at least 200 Hz to 10 kHz +1, -2 dB at rated output. All preamplifiers, mixer amplifiers, and power amplifiers are subject to RT review and written approval. The frequency response of power amplifiers below 200 Hz must fall off at a rate of no more than 6 dB per octave. The power amplifiers must have a minimum of 50 W output power, continuous. The total harmonic distortion of all amplifiers, without compression circuits, must not exceed 1 percent at 1 kHz and full output. Contractor must provide compression circuits to maintain output regulation of +1, -0.5 dB, no load to full load, measured at the loudspeaker terminals. The power amplifier must be a bridging, 70.7 V line, distribution, balanced amplifier. The preamplifier must be capable of delivering not less than +17 dBm to the passenger loudspeaker power amplifiers.		X	X									*Interalia specification providing 2 bridged amplifiers with total 50W output power.
8.2.3.3	**Automatic Volume Control** The PA system interior and exterior output levels must be automatically adjusted in accordance with ambient noise levels prior to each announcement, regardless of origin. The range of automatic adjustment must be a minimum of 15 dB. The maximum output level must be at least 15 dB above typical worst case ambient noise level at any location.		X	X									
8.2.3.4	**Cab Microphone** An in-dash microphone must be provided in each cab for use by the operator for PA and intercom announcements. The microphone must be a rugged, weatherproof design constructed for transportation applications. The final location of the microphone must be approved by RT in writing. The microphone must be a dynamic, cardioid style with noise canceling features. Contractor must select the microphone electrical characteristics for compatibility with the PA.				X	X							*Interalia is proposing to use gooseneck microphone, as fast in-dash microphone is not suited for installation. Will require operator to speak directly into microphone, a in-dash unit does not have the same directional sound wave pick-up. *TLS Eng to provide integration services.
8.2.4	**Public Address Speakers** Contractor must replace all speakers and install new speakers in the existing enclosures with the existing grilles. If the Contractor cannot procure a replacement speaker that meets the existing space and mounting limitations, Contractor may propose modifications to accommodate the new speakers. Contractor must detail any such modifications in the Design Report required by Section 8.2.1.		X	X									
8.2.4.1	**Interior Speakers** Contractor must provide and install 10 interior speakers at the existing speaker locations. Interior speakers must be weather-resistant cone speakers. Speaker cones must be constructed from Mylar, polypropylene, or similar durable material suitable for this application. Paper cones will not be accepted. Interior speakers must produce at least 95 dBA sound level at a distance of 1200 mm from the loudspeakers at rated power. The speakers must have a continuous power rating of at least 8 W. Installed in the vehicle, the loudspeaker response at any frequency from 300 Hz to 10 kHz must be no lower than 7 dB below its response at 1 kHz. Off-axis coverage between any two adjacent speakers must not be lower than 6 dB below the on-axis sound pressure level for uniform sound distribution.		X	X									

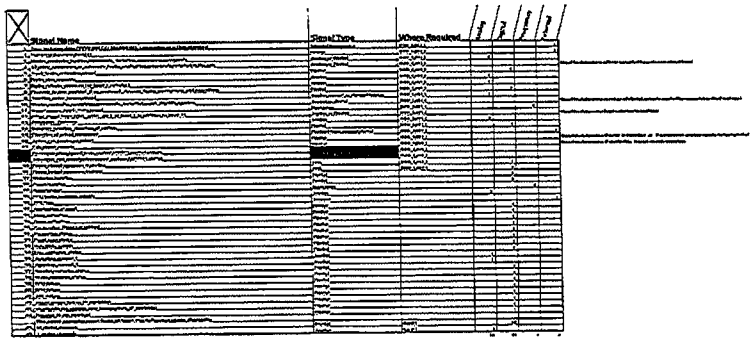
8.2.4.2	**Exterior Speakers** Contractor must provide and install 4 exterior speakers at the existing speaker locations. Exterior speakers and mounting methods must be waterproof and must be impervious to the chemicals and detergents normally used during vehicle washing. If the grilles are replaced, the new design must prevent damage to the speaker and grille by RT carwash brushes. The exterior speaker must produce 110 dBA sound level at a distance of 1200 mm from the loudspeakers at rated power. It must have a continuous power rating of at least 15 watts. In its mounted location, the loudspeaker response at any frequency from 500 Hz to 8 kHz must be no lower than 7 dB below its response at 1 kHz. The exterior loudspeakers must be no lower than 6 dB down 50 degrees off axis with a test tone of 5 kHz.		X	X									
8.2.5.	**Intercom System** The microphone described above for the Public Address System must also be used for intercom communications. Contractor must install a cab speaker in each cab for use in intercom system communications.		X	X									
8.2.5.1	**Cab-to-Cab Intercom** A cab-to-cab intercom call function must be provided as part of the communication system. The cab-to-cab intercom system must permit communication between the two cabs of a vehicle and between cabs of a consist. With auxiliaries powered, communication between any two cabs must be possible when initiated from any one cab in the consist. When a cab is selected, intercom communication must be initiated by the active cab, though any cab in the consist may respond. Call requests must be annunciated in every cab, by means of a one-time call chime and an indicating light. The indicating lights must stay on until the call is completed.		X	X									
8.2.5.2	**Passenger Intercom System (PIC)** Contractor must reuse the 4 existing passenger intercom station locations in each vehicle if possible. Contractor must integrate appropriate controls for the operator into the new [illegible] control panel on the cab console.				X	X							*TLS Eng will ensure supplier utilizes existing footprint. Dimensions of available space to be included in final Sourcing specification.
8.2.5.2.1	**General** The essential operating features of the PIC system are described below. A passenger requests help by pressing the HELP button on any PIC station. The request latches at the PIC station, or within the local control logic package, and illuminates a flashing indicator on the PIC signifying that the request has been made. The indicator remains illuminated until reset by the operator. An audible and visual indicator on the cab console must alert the operator to the request. The console visual indicator must remain illuminated until reset by the operator. Subsequent passenger requests from another PIC station must activate the console audible indicator and add the PIC station to the queue. PIC stations in the queue remain in standby mode until they rise to the top of queue and are activated by the operator. The queue must hold no less than 16 PIC station requests. The operator removes the active PIC station from the queue by pressing the reset button. If the queue is not empty, the audible tone sounds again to alert the operator of the remaining requests. The operator acknowledges the help request by pressing the PIC push-to-talk switch on the console, or via other authorized method. Pressing this switch activates the communication link between the operator and the PIC station which is first in the queue. While the switch is depressed, console microphone output is routed to the PIC system and only to the active PIC station. Once the link is established, the passenger may speak to the operator whenever the										X	X	
8.2.5.2.2	**Passenger Intercom Stations** Each passenger intercom station must include the following components: (1) Passenger "CALL" pushbutton (2) Loudspeaker (3) Microphone (4) Indicator(s) showing communication status (5) All requisite electronics, hardware, and enclosure The intercom housing and faceplate must be high durability materials suitable for frequent use by passengers. Unless otherwise authorized by RT, the faceplate must be brushed stainless steel. Contractor must submit graphics for each PIC station for review and written approval by RT. The submitted graphics must be in accordance with the existing Siemens and CAF vehicle fleets Operator Controls. The console must include controls for the PIC system, arranged in a similar configuration to the existing RT fleets and segregated from normal vehicle controls. The console controls must include, at a minimum: (1) A visual indicator for passenger call request (2) An audible indicator for passenger call request (3) A switch for PA announcements: interior, exterior and both. (4) A switch for PA, PIC or cab-to-cab selection (5) A push-to-talk switch for microphone operation (6) A reset button to clear any existing PIC communication links (7) A help request acknowledge switch. If the push-to-talk switch is not used for this function				X	X							

8.2.6	**Automatic Train Announcement System (ATAS)** Contractor must provide an Automatic Train Announcement System (ATAS) to inform passengers of the approaching station, current station, and any other audio or visual information that RT wishes to announce. The information must be given in the form of PA announcements and interior visual displays. Station announcements, audio and text, must be triggered automatically, based on GPS position. A backup position must be calculated using the vehicle speed, door operation, or other means in the event that the GPS signal is lost. If open loop, calculated data is used to determine train position while the GPS signal is unavailable, the system must be re-calibrated at each station stop or known location and each time the GPS signal is reliably restored. Interior displays must indicate the next station stop in a timely manner. The control of all destination signs, audio announcements, and ATAS controls within a train must be interfaced using an Ethernet network, using a mesh topology, such that a single point network failure will not cause the system to fail.		X	X										*TLS Eng will be required to provide door status and speed signal to system controller, as part of fail-back requirements.
8.2.6.1	**Functional Description** Announcements must be triggered automatically or manually via the operator's console control. Audio announcements must be broadcast over the PA system to all vehicles in a consist, and corresponding visual announcements must be displayed on all interior message signs in the consist displaying text information. The ATAS must provide, at a minimum, the following passenger information: (1) Station Arrival Information: Station identification will include station name. (2) Next Stop Announcement: When leaving a station, the ATAS must broadcast next station and train destination information (3) End of Line (4) Destination/Route Identification (5) Stop Requested Indication (6) Public Service Announcements. The ATAS controller must be active only in the lead vehicle of a train		X	X										
8.2.6.2	**Operator Controls** The operator must be provided with a control panel that allows: (1) Initializing the system (2) Entering temporary information such as train ID, and operator ID (3) Entering route ID (4) Selecting specific messages (5) Altering the normal message sequence, such as for skipping stations (6) Display of system status and other relevant information The control panel must include a keypad or similar input device with function-specific keys. The panel must include a display showing system status, entered information, system diagnostic and fault data, presently announced messages, and similar information. The display must be backlit LCD or RT-approved alternative.		X	X										
8.2.6.3	**User Programming and Message Storage** The system must have enough capacity to store 100 routes, with a minimum of 100 stations for each route, 10 audio and 10 text messages per station, and no less than 50 special messages, audio and text, directly selectable at the ATAS control panel. Memory storage for audio messages must assume at least 30 seconds per message. Text messages must assume 64 characters each. Message capacity must depend only on available memory; there must be no inherent limitation built into the control software or algorithms. Message data must be uploadable via a common data transmission protocol and connector, such as Ethernet. Audio messages must be encoded and stored in a common, publicly-available, digital format such as MP3. Audio sample rates and compression levels must be chosen for excellent human voice and good music fidelity at the speaker. Audible noise or distortion must not be present in the message. The audio recording and playback processes must be submitted to RT for review and approval. Each audio and text message must be stored with, or linked to, related information identifying the message type, destination device addresses, distance-on-route for automatic message triggering, and similar parameters, all of which must be programmable by RT. RT will provide an initial list of audible and text messages for installation by Contractor. All audio messages must be recorded using a human voice approved by RT and the completed messages must be submitted to RT for review and approval. For this Contract, Contractor must provide one complete set of equipment for the recording and modification of the visual and audible messages. The system must be comprised of standard commercial off-the-shelf equipment. This equipment must include everything required to reprogram the on-board systems with new messages.		X	X										
8.2.6.4	**Initiation of Announcements** The ATAS must be initiated by the operator by entering a route ID number, which will determine the message sequence and special features to be used by the system. No other entries may be required. Once the ID is entered, the system must be self-controlling via the GPS readings and the route definitions stored in the system. ATAS initiation must establish the settings for the end destination sign in the active cab, and all side destination signs in the train via trainlines. When the cab is activated, the ATAS must initiate itself to the last route ID, or to a default setting if the last active ID is not present. The route ID must be stored in the vehicle logic when the cab is keyed out.		X	X										

8.2.6.5	**Global Positioning System** Contractor must provide a global positioning system (GPS) for use by the ATAS system, and other systems on the vehicle that require position and/or time information. The GPS mustprovide the vehicle/train time, which must be passed on to the event recorder. The GPS antenna must mount on the roof, or other location, as optimized for satellite access.The antenna location must be coordinated with the radio antenna location so as to avoid interference. The location will be reviewed and approved in writing by RT.		X	X										
8.2.7	**Destination Signs** The signs must be all electric, alphanumeric, high-contrast, high-resolution, high-output LED display type meeting all other requirements of this Section. Contractor must provide 4 automatic, remotely-controlled destination signs per vehicle: one on each end, located behind the upper portion of the windshield, and one on each side of thevehicle. Side signs must have independent interior and exterior facing displays to allow displaying different messages and must be located in the same window as the existing side destination signs. All signs must fit in the existing enclosures. Graphics and lettering on the signs must be legible from a distance of not less than 150 ft when illuminated by bright sunlight. The sign display must be readable in direct sunlight or complete darkness. The horizontal readable viewing angle must be a minimum of 120 degrees to half brightness. The display must have a minimum contrast ratio of 25:1 and be suitable for both day time and night time viewing. Exterior signs must be equipped with automatic brightness aspects of character shape and legibility for RT's written approval. The display must not require any external mask between pixels and must not require any framing or support structure between characters which would give the sign a discontinuous appearance. The signs must be installed in the existing enclosures. The end signs must display 6 in (150 mm) high characters (upper case). The side destination signs must display 4 in (100 mm) high characters (uppercase) on the exterior facing display. The installed system must be in full compliance with the latest revision of the Americans with Disabilities Act of 1990 (36 C.F.R. Part 1192, 49 C.F.R. Part 38). Each legend of the end destination sign must have a corresponding legend on the side signs. The destination sign legends, and legend storage capacity if appropriate, must correspond to the routes and special		X	X											
8.2.8.	**Interior Message Signs** Contractor must provide, for each vehicle, 2 interior message signs for visual display of ATAS generated announcements. The interior signs must be installed on the back of the cab wall near the ceiling and positioned so as to be visible to the maximum number of seated passengers. The signs and their location must be approved in writing by RT. The interior signs must be an all-electronic alphanumeric LED display. The display must be a 16 x 224 matrix of pixels capable of displaying amber characters 2.3 in high. A print-like appearance must be achieved by employing proportional lettering. The display must accept messages of at least 40 characters in length and present them as a		X	X											*TLS Eng to provide integration services.
8.2.9.	**Video Surveillance** RT will provide, for each vehicle, a video surveillance system consisting of a total of 8 cameras and 1 microphone (4 cameras for monitoring the passenger cabin, and 2 cameras mounted in each cab, with 1 camera forward facing and the second camera and microphone recording the train operator), and a video recorder for storage of video and audio. Contractor must install the RT-furnished equipment on the vehicle in RT-approved locations.			X					X					
8.2.9.1	**Interior Cameras** Four interior color surveillance cameras must be installed by the Contractor, one on each end of each car half. A 95%+ coverage of vehicle interior required. All interior cameras must be active and recorded on DVR whenever an active cab is established. The cameras must continue to record for 30 minutes after an active cab is keyed off.			X					X					*TLS Eng to integrate system components to vehicle.
8.2.9.2	**Cab-Forward Cameras** Contractor must install 2 cameras in each cab. One camera will be forward facing through the cab windshield and will record a 180 degree arc in front of the cab for the purpose of accident investigations. The second camera will face the interior of the cab and monitor the operator's actions while the cab is active. The interior cab camera will also have a microphone recording audio as well as video from the active cab. Both in-cab cameras must meet the same criteria as the interior surveillance cameras above.Both in-cab cameras must be active only when the cab is			X					X					*TLS Eng to integrate system components to vehicle.
8.2.9.3	**Digital Video Recorder** The digital video recorder will be provided by RT. Contractor must install the recorder in a location approved by RT. Contractor must wire all 8 cameras to the DVR. Contractor must provide all wiring and connections for later installation of an 802.11n wireless link			X					X					*TLS Eng to integrate system components to vehicle.
8.2.10	**Passenger Stop Request** The interior passenger door open push buttons must function as passenger stop request switches in addition to the pull cord currently installed in the vehicle. Separate ADA-compliant stop request switches must be installed in each wheelchair-designated space, located specifically for these passengers. The stop request must be displayed on the interior message signs as an icon in one corner to confirm to passengers that a stop request has been registered. Alternatively, Contractor may install a separate RT-approved sign in each vehicle half, located as to be visible to the majority of passengers. The sign must be a back-lit display with white letters on a red background. The text must state "Stop Requested" with a minimum character height of 4 in, or other text as directed by RT. Pressing any stop request switch in the train must energize the Stop Request Trainline. If there is an active cab, and the doors are closed, the stop request lights must illuminate in all vehicles of the train. The console stop requested lamp must also illuminate, and the stop request audible			X					X					Interelle understands requirements, and can assist in determining outcome. Possible TCP/IP or discrete input solution. TBD post contract award.

8.2.11	**Train Radios** Contractor must install the train radios supplied by RT. The radios will be Motorola Astro XL500 model with remote mounting of the transceiver. Contractor must procure the radio power supplies, required wiring, connectors, and mounting devices. The installation must include 1 radio per cab, power supply, radio speaker, control head, antenna, and required wiring, connectors, and mounting devices for each cab. All components and locations must be included in the communications Design Report (reference Section 8.2.1.) Channel frequencies and assignments will be as specified by RT. The antenna must be mounted on the roof in an RT-approved location. The mounting pad must be fabricated per Motorola designs. The radio installation on the console must be coordinated with the other communications equipment.			X					X					
8.2.12	**Train-to-Wayside Communications (TWC)** Contractor must remove the existing Vetag TWC equipment. Contractor must install new Vecora TWC equipment, provided by RT, on the vehicle. Contractor must install new control equipment in each cab. A new transmitter must be installed below the vehicle in front of the truck at each end of the vehicle, compliant with all RT wayside requirements. If suitable, the existing Vetag underfloor mounting bracket and vehicle wiring may be used or modified for the new installation.			X					X					
8.3	**Certifications and Test Requirements** Contractor must perform and submit the following tests and certifications to RT for review and written approval. (1) Communications conformance test procedure. (2) Communications conformance test report for each unit.		X	X										*Test report to be submitted by TLS, and included in car history book. Tests to be performed by production with recording done by proj management.
8.4	**Submittal Requirements** (1) Communications Design Report with: passenger intercom details, station design and functions, interface with the cab, the existing locations for speakers and displays and operating procedures. (2) Detailed cab and cab layout drawings showing all specified components (3) PA system details, including amplifiers, speaker, microphone characteristics, volume adjustment procedures. automatic volume control. and similar. (4) Destination/information sign details, manufacturer, resolution, brightness, interfaces to the information system (5) Camera locations and field of view (6) TWC installation plans		X X X	X X X X X X					 X X X					*TLS will ensure system component conformance test procedures are provided by supplier. *TLS Eng will provide submittal that illustrates cab layout. Emphasis will be put on mimicking existing Siemens and CAF vehicle cabs. *Will require system supplier to provide full details on PA system, including: adjustment, operation characteristics, and other technical details. See above. *TLS Eng will provide submittal that details camera location, and actual field of view. *TLS Eng will provide submittal that details removal and upgrade of Vetag unit, and required changes to vehicle.





	Miscellaneous Electrical Equipment							Section 10
		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
10	**Work Scope** The work scope consists of a combination of refurbishing existing items and installing new items, as listed below. (1) Inspect all wiring (2) Inspect and clean all electrical/electronic enclosures (3) Design and implement changes to propulsion and car control circuits (4) Remove and re-install rebuilt pantograph(*) (5) Remove and re-install and rebuilt propulsion contactors (*) (6) Replace VETAG transmitters with Vecom transmitters (*) (7) Install a railroad light above each cab (*) Notes: (*) RT will furnish replacement components in accordance with Contractor's inspection report.		X X X X X X X				X X	
10.1	**General Requirements** All work must be performed in accordance with the Materials and Workmanship section of the Technical specifications. Contractor must bring all defects found during the inspection, testing and cleaning of wiring and other components to the attention of RT for written concurrence on the need for repair. Contractor must provide a replacement proposal and cost estimate for additional work to RT for written approval prior to the commencement of the repair work.						X	
10.2	**Specific Requirements**							
10.2.1	**Wiring Inspection** Contractor must expose and inspect all carbody wiring for evidence of wear, brittleness, cracking, or other defects. Contractor must replace all wiring determined to be unacceptable for any reason. Contractor must inspect all rubber seals at conduit entries to enclosures and replace as necessary. Contractor must perform a 1000 Vdc megger test on all wiring prior to reassembly of the vehicle. The intent is to find and repair all wiring defects prior to the high potential testing Contractor must perform on the completed vehicle prior to delivery to RT.		X					
10.2.2	**Electrical Enclosure Cleaning** Contractor must inspect, thoroughly clean and repair all electrical compartments and enclosures if needed during the rehab process. This item includes areas such as junction boxes, brake resistor enclosures, propulsion boxes under the car, control electronics in the vehicle interior, and any other area where wires terminate. Cleaning must include the electronic racks inside the cabinets and the boards housed therein. Contractor must submit cleaning procedures, including the use of detergents or chemicals, for written approval by RT prior to usage. Contractor must pay particular attention to the cleaning of the enclosure and boards in the BBC propulsion electronic control unit and the Knorr brake electronic control unit. For these enclosures, Contractor must remove and inspect all circuit boards including the contacts. Methods for cleaning of corroded circuit boards must be approved in writing by RT. Contractor's cleaning of contacts for the boards cannot include the use files or sandpaper, though abrasion cleaning using paper card stock or soft canvas may be used. Contractor must verify proper functional operation of all input/output (IO) boards prior to the vehicle functional test. Contractor must also verify proper function of any boards exhibiting corrosion on the surface of the board, with RT assistance in determining the functional acceptability. RT will replace defective boards.		X					
10.2.3	**Control Circuit Changes** A limited number of control circuit changes are required for operation on the RT alignment. For all the tasks identified below, the design, implementation, and testing information must be documented and provided to the RT engineer for review. Documentation includes changes to the vehicle schematics, maintenance manuals, and parts catalog. See Section 12 for more information on documentation.						X	
10.2.3.1	The deadman circuit was previously modified to eliminate the time delay with the result that braking is instantaneous when the deadman handle is released. Contractor must rewire the circuit such that an audible alert and the console indicator are activated instantaneously and the initiation of braking is delayed for two seconds after the deadman handle is released. Contractor must replace the Deadman Time Delay Relay (DTR) in the propulsion electronics locker at the articulation. Contractor must replace the relay with the original Selectron Type GZUS-30 or a similar type, such as MFT U22S. Contractor must make all wiring changes necessary for this replacement. Original and modified schematics for the circuit will be provided to the Contractor as a guide to implementing this modification.		X					
10.2.3.2	**Train On Relays** Contractor must replace the following relays for each cab: TOR, MKR/B1, MKR/B2		X					
10.2.3.3	**Coast Mode (CM) Trainline Monitor** The CM Trainline Monitor was added to the vehicles to address a possible failure mode that would disable braking up to, but not including, Maximum Service Brake. The targeted failure mode would not affect the Maximum Brake or Emergency Brake modes. The installed modification had a significant impact on vehicle reliability. Contractor must remove the CM monitor as part of this work item and restore the vehicle to the original configuration. RT will provide original and modified schematics for the circuit to Contractor to use as a reference in implementing this modification.		X					
10.2.3.4	**Door Close Announcement** The current door close announcement is initiated by the communications system. Contractor must remove these announcements and document the changes. Refer to Section 7, Doors, for more information.		X					

10.2.4	**Pantograph** *RT will supply the refurbished pantograph and new mounting insulators to the Contractor.* Contractor must for remove the existing pantograph and insulators. Contractor must thoroughly clean the roof area underneath the pantograph. Contractor must clean and inspect the fuse box and the surge arrester body. Contractor must reinstall the refurbished pantograph with new insulators and adjust it for correct operation. RT may, at its option, request removal of one or more surge arresters for testing. RT will supply a replacement surge arrester to the Contractor for re-installation if the original was removed for testing. Contractor must check and clean all air pipes and hoses as well as solenoid valves for the pantograph controls. Contractor must clean and functionally test the foot pump, together with the corresponding control hoses and valves. Contractor must replace ~~grounding strips~~, and air hose between pantograph and roof. Contractor must inspect the high voltage wiring between the pantograph, fuse box and surge arrestor and replace if required. After re-installation, Contractor must test the rising of the pantograph per the UTDC maintenance manual to verify that contact is established without bouncing. Contractor must test lowering of the pantograph, verifying quick disconnect from the catenary and smooth locking in the lowered position.	**Addendum 2**	X					
10.2.5	**~~Propulsion Contactor~~** Each vehicle has two Power Control Units (PCU) located underfloor on the side of the vehicle. Each PCU contains 18 switching contactors, 1 line contactor (PCU 1 only), and 1 pre-excitation contactor. Contractor must remove these contactors and return them to RT for refurbishment. RT will supply replacement contactors for re-installation and testing on the vehicle after the compartments have been cleaned.		X					
10.2.6	**Vecom Transmitter** Contractor must remove the existing wayside transmitter and controls to install an RT-compatible Vecom unit supplied by RT. The RT unit has both transmit and receive capability. The removal and reinstallation includes installing the controller in the cab at a different location, which will require some adaptations of the TWC cab arrangement. Contractor must refer to drawings in the technical data section. Wiring, if compatible, may be retained or replaced by Contractor, subject to inspection for defects and functionality with the new units. Contractor must verify the correct mounting location for the transmitter on the carbody. Contractor must use the existing mounting bracket if it is compatible with the Vecom equipment installation requirements. If a new mounting bracket is required, Contractor must submit the new mounting bracket design to RT for review and written approval.		X					
10.2.7	**Railroad Light** Contractor must install a railroad headlight on the roof over each cab. The installation must include the electrical controls and a 24Vdc regulated power supply. Contractor must submit written details of the mechanical and electrical installation to RT for review and written approval. The railroad headlight will be provided by RT.		X					
10.2.8	**Horn and Gong** Contractor must service and re-use the existing electronic horn and gong on the roof, together with the electronic control box (Goldbox).		X					
10.2.9	**Power Resistors** Contractor must inspect the power resistors (start and brake resistors) for damaged resistor elements, insulators, rust and proper connections. Contractor must replace defective and damaged parts, including connecting cables.		X					
10.3	**~~Certification and Test Requirements~~** Contractor must complete the following test requirements. (1) Develop a separate procedure and functionally test for each modification listed in Section 10.2 above. Contractor must submit the procedure for RT's review and written approval prior to testing. (2) Functionally test the propulsion contactors without the application of high voltage power on the vehicle.		X					
10.4	**~~Submittals~~** Contractor must provide the following submittals for RT approval: (1) Cleaning procedures for electrical/electronic equipment. (2) Control circuit change documentation. (3) TOR and MKR replacement relays (4) Procedure for installation of RT Vecom controller and transmitter. (5) Mounting bracket for Vecom transmitter. (6) Mounting for railroad headlight. (7) Test procedures for newly-installed equipment		X					

	Vehicle Testing	Section 11						
		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
11	**Work Scope** The work scope consists of the following test categories performed on each completed vehicle: (1) Pneumatic System Leakage Test (2) Wiring Insulation Test (3) Static Functional Testquired component testing. (4) Dynamic Operational Test All test records must be included in each vehicle's Car History Book. In addition, Contractor must refer to each the other sections of these Technical Specifications for required component testing.						X X X X X	
11.1	**General Requirements** The test requirements of this section are to ensure that the vehicles operate as designed when delivered to RT. All testing must be performed by Contractor. RT may have a representative available to witness all testing. For requirements not specifically addressed in this specification, the requirements of the original vehicle specification apply. Contractor must submit all test procedures for RT review and written approval. The first two refurbished vehicles must be tested extensively (type test). A three vehicle consist train test must be performed. The remaining vehicles must be tested for compliance by a series test procedure.		X					
11.2	**Specific Requirements** Contractor must perform the following tests prior to acceptance of the refurbished vehicles by RT. Contractor must correct any deficiencies found during the tests. Satisfactory completion of the following tests is a condition for RT acceptance of the vehicles.						X	
11.2.1	**Pneumatic System Leakage Test** Contractor must perform the pneumatic leakage tests on every complete vehicle with all cutout valves in the normal position and the brakes released. Pressure must be measured with a test gauge on the main reservoir. The main reservoir air pressure must not drop more than 10 psi in an 8-minute period.		X					
11.2.2	**Wiring Insulation Test** Contractor must perform a wiring insulation test on all vehicles prior to the final inspection. The insulation test must consist of an initial megger test followed by a high potential test. The testing must include all carbody wiring, separated into individual voltage classes. Individual components that can be adversely affected by the voltages imposed may be either disconnected or shorting jumpers applied. Disconnection may generally be used where electronic subsystems, e.g. communications rack, are involved. Shorting jumpers must be used with discrete components, e.g. diodes. RT must review and approve the procedure prior to any testing. The megger test must have the following minimum values for each voltage class: Voltage Class Minimum Insulation Resistance Below 90 V 2 megohm at 500 Vdc 90 to 300 V 4 megohm at 1000 Vdc Above 300 V 5 megohm at 1000 Vdc For the high potential tests, the test voltage for the different voltage classes must comply with the following requirements: Voltage Class Test Voltage, ac rms Below 90 V 850 V 90 to 300 V 2000 V Above 300 V 3000 V The results of the high potential test will be accepted if no insulation breakdown or excessive leakage current is observed.		X					
11.2.3	**Static Functional Test** Contractor must perform a Static Functional Test on all systems of the vehicle prior to the final inspection. The Static Functional Tests must be written at a level of detail such that each wire location is specified by terminal strip number and position number. Each test step executed must provide for a check-off or measurement value, as appropriate, and must reference the acceptable limits of measurement. The application of primary voltage and demonstration of the high voltage components is to be included. Contractor must correct all discrepancies found during the static functional test. Contractor must submit the Static Functional Test for review and written approval by RT.		X					
11.2.3.1	**Two Vehicle Testing** Contractor must test each vehicle in a trainlined two vehicle consist after the single vehicle testing is complete for that vehicle. This test must include all systems which communicate between vehicles, such as communications, propulsion and brake controls, door controls, turn signals, etc. The two vehicle test must be submitted for review and written approval by RT.		X					
11.2.4	**Dynamic Operational Test** Contractor must submit all dynamic operational test procedures for review and written approval by RT.		X					

11.2.4.1	**Single Vehicle Testing** Contractor must perform a dynamic operational test on each vehicle prior to acceptance by RT. The testing must demonstrate that the vehicle performance in motoring and braking is in compliance with the original vehicle specification. The dynamic operational test must record the following signals as a minimum: ▪ **Analog** Vehicle Speed Vehicle Acceleration, Deceleration Motor Current A Motor Current B Friction Brake Response on each truck Catenary Voltage ▪ **Digital** EB Trainline MB Trainline BS Trainline MC1 thru MC4 Rate Trainlines M Trainline CM Trainline Spin/Slide Trainline Contractor must conduct tests with vehicle speeds at both 30 and 55 mph and must run the tests in both directions over the same section of track. RT will operate all vehicles at all times (including testing). Contractor must analyze the recordings for average acceleration, instantaneous acceleration, mode change dead times, jerk, and proper operation of the switching contactors and friction brakes. The vehicle must comply with the performance requirements of the original specification.		X					
11.2.4.2	**Two Vehicle Testing** Each single vehicle testing must be followed by a two vehicle testing to confirm trainline compatible operation. The lead vehicle must be equipped with the same test instrumentation as for the dynamic testing.		X					
11.2.4.3	**Three Vehicle Testing** Contractor must perform 3-vehicle dynamic test using three vehicles that have passed the single vehicle dynamic testing. The lead vehicle must be equipped with the same test instrumentation as for the single vehicle dynamic operational testing. Testing of this 3-vehicle consist is a one time test and must follow the dynamic operational test procedure.		X					
11.2.5	**Burn-In Testing** After successful completion of operational testing, Contractor must perform a 500-mile burn-in test on each vehicle. During burn-in, Contractor must record a series of vehicle control signals to verify correct operations. Each test vehicle must be operated in simulated revenue service (following track speed limits, stopping at all stations and opening and closing the doors at all stations) The proposed signal list must be approved by RT before the first burn-in test. Failures or excessively-logged events, as determined by RT, will require Contractor repair of the respective systems. Upon completion of the repairs, the 500-mile burn-in test will start anew. The burn-in must be performed following procedures approved in writing by RT.		X					
11.3	Contractor must submit the following for RT approval: (1) Pneumatic System Leakage Test Procedure (2) Wiring Insulation Test Procedure (3) Static Functional Test Procedure (4) Dynamic Operational Test Procedure (Type Test) (5) Series Test Procedure (6) Three Vehicle Consist Test Procedure (7) Burn-In Procedure		X					

	System Support	Section 12						
		STATEMENT OF COMPLIANCE						
Clause #	REQUIREMENT	ADDENDUM	FULLY COMPLY	COMPLY w/ COMMENT	DO NOT COMPLY	OUT OF SCOPE	FOR INFO ONLY	TLS Eng COMMENT
12	**WORK SCOPE** The work scope consists of providing the following support and/or documents:						X	
	(1) Running Repair Manual for new components and systems		X					
	(2) Heavy Repair Manual for new components and systems		X					
	(3) Electrical Schematics for new components and systems		X					
	(4) Illustrated Parts Catalog for new components and systems		X					
	(5) Replacement Sheets for Original Manuals		X					
	(6) Replacement Sheets for Original Schematics		X					
	(7) Operator's Manuals		X					
	(8) Car History Books		X					
	(9) Training		X					
	(10) On-Site Support		X					
12.1	Contractor must supply 10 complete sets of updated manuals, which must include the original manuals and all updates integrated into the appropriate sections. All manuals must be reproduced on standard 8-1/2 x 11 in pages. The binder covers must be 10 to 10-1/2 in wide and 11-1/2 to 12 in high. The binders must not exceed 3-in in overall thickness. Punched holes must be on ¾ in centers. RT will permit folded pages (11 x 17 in, Z-folded only) where the information to be conveyed cannot be presented clearly on 8-1/2 x 11 in pages. Contractor must supply master reproducible onbound originals of all documents. The quality of the master must be such that duplicates are of the same quality as the approved submittals. All documents or drawings that include information in a language other than English must include an English translation adjacent to the non-English passage. All dimensions given in Metric units must also state the English unit equivalents parenthetically next to the Metric dimensions. All documents must be delivered in electronic format on CD-ROM in addition to the reproducible masters. Electronic media versions must be in the latest version of Adobe Acrobat.		X					
12.2	**Specific Requirements**							
12.2.1	**PTUs** Contractor must supply 3 Windows-based laptop computers, XP or later, suitable to work with, maintain and diagnose new equipment such as the communication system and event recorder. Each PTU must be interchangeable and Contractor must provide all the necessary software. All software applications must be properly licensed by Contractor without additional license fees. RT must be able to install any of the software provided on any other laptop computers with the same operating system to be used as PTUs, if needed.		X					
12.2.2	**Running Repair Manuals** Contractor must provide Running Repair Manuals for the communications system, auxiliary power supply, and any other component or system where Contractor's work has changed the maintenance requirements from the original manuals. The Running Repair Manual must provide all information needed for preventative maintenance and adjustment, and on-line trouble diagnosis of each system including such data as troubleshooting guides, equipment specifications, and schematics both electrical and pneumatic.		X					
12.2.3	**Heavy Repair Manuals** Contractor must provide Heavy Repair Manuals for the communications system, auxiliary power supply, and any other component or system where Contractor's work has changed the maintenance requirements from the original manuals. The Heavy Repair Manuals must contain a detailed analysis of each component of the system so that maintenance staff can effectively perform service, inspection, maintenance, adjustments, troubleshooting, repairs, replacements, and overhaul. The Heavy Repair Manuals must include any special test equipment manufactured under this Contract.		X					
12.2.4	**Schematics** Contractor must update existing electrical schematics for all systems.		X					
12.2.5	**Illustrated Parts Catalog** Contractor must provide Illustrated Parts Catalogs for the communication system and auxiliary power supply. For other sub-systems or components, where parts have been modified or replaced during the course of work, Contractor must update the existing parts catalog. The Illustrated Parts Catalog must enumerate and describe every component with its related parts for the vehicles. Contractor must provide an Illustrated Parts Catalog for all special test equipment manufactured under this Contract. Contractor must include this parts information in the Special Test Equipment Manuals.		X					
12.2.6	**Special Test Equipment Manuals (PTU Software)** Because Contractor will be upgrading the vehicles with completely new systems in at least two areas (communications and auxiliary power supply), there will be a need for special test equipment to test and maintain these new systems. Contractor must supply Special Test Equipment Manuals for all specialized test equipment related to new components and systems provided as a part of this refurbishment contract. This requirement applies to all new software provided for this purpose.		X					

12.2.7	This manual must provide a general overview of the vehicles and contain all information needed for their optimum operation. It must illustrate and describe the location, function, and operation of all controls, indicators, switches, bypass switches, circuit breakers, and resets intended for the operator's use. The Operator's Manual must be logically organized, with systems and elements considered in descending order of importance. It must focus on the use of illustrations to enhance understanding of text, and its instructions must be clear, positive, and accurate so as to preclude misinterpretation. The manual must include information and procedures needed for both routine and emergency operation, and must describe operating fault symptoms which can be sensed or observed via annunciators. Fault isolation procedures appropriate for the Operator must be included. Emergency procedures must include those for responding to hazards, accidents, towing, and emergency evacuation of passengers.		X					
12.2.8	Each vehicle must have a "history book" that reflects the status and refurbishment history of the vehicle. The Car History Book must be maintained by Contractor beginning with receipt of the vehicle by Contractor and must be provided to RT before each vehicle is delivered. The Car History Books must be available for review by RT. Each book must contain the following minimum information: (1) List of vehicle defects identified during the Outgoing Inspection (ref. Section 1.5.1) (2) Description and completion dates of all vehicle modifications (3) Serial number of each new or replaced component installed on the vehicle. (4) Latest Software (SW) revision level and date of installation for all equipment which uses SW controls. (5) List of vehicle defects identified by Contractor QC or RT personnel during refurbishment and the disposition of each as verified by Inspection (7) Results of each functional test and pre-delivery test performed on the vehicle or any part thereof (8) Mounting records for wheels, journal bearings, gears and other axle-mounted items including pressing charts (9) A record of any abnormalities that occurred during the refurbishment of the vehicle or any of its subsystems, including their authorized, validated, repair procedures (10) Any changes in recorded data that are made during performance of the Contract, clearly identified and justified to the satisfaction of RT (11) Open item status list (12) Conditional Acceptance Certificate (13) Final Acceptance Certificate		X					
12.2.9	Contractor must develop and provide a training course for RT maintainers. The training courses shall be structured into three different levels: Class 100: Information LLRU level - For all new or modified LLRUs: Theory of LLRU operation; maintenance; diagnostics; testing and replacement; interface with subcomponents; Class 200: Information subsystem level - For all new or modified subsystems: Theory of subsystem operation; maintenance; interface with LLRUs and vehicle controls; diagnostics; troubleshooting and repair. Class 300: Vehicle functions and controls - Theory of vehicle operation; maintenance; equipment, wayside and driver interfaces; diagnostics; trouble shooting and repair. - Vehicle operation based on functional block descriptions Contractor must cover the following general topics in all classes: (1) Configuration of the new equipment and functional description of the components (e.g. functional description of the APS inverter) (2) Interfaces with the original vehicle equipment (3) Safety precautions and procedures (4) Maintenance procedures (5) In-depth training in use of the PTU software (6) Troubleshooting, using the PTU and visual indicators A experienced, engineer, familiar with all aspects of the LRV, must provide the training courses for up to 40 students, with no more than 10 students in each class, and approximately 20 hours per class. Classes must be presented to both day shift and swing shift workers during their normal work hours. The training program must be continuous, with no breaks longer than 1 day, unless approved by RT. The course must use the maintenance manuals as the primary information source, with other training aids as supplements. Each student must receive a complete printed training manual for all activities in the course. Material from the maintenance manuals or other sources must be copied for inclusion in the training manual. All training course elements, including the course manual, instructor guides and notes, must be provided in a hardcopy and electronically, both in Adobe (pdf) and MS PowerPoint (ppt). It must become RT property for future use by RT trainers. All materials and equipment, such as projectors, computers, lecterns, etc., necessary for the training program must be provided by Contractor.		X					
12.2.9.1	**Optional Training** As an option, Contractor must propose training classes covering the whole vehicle, including all of the existing, modified and new equipment following the guidelines presented at the beginning of this Section.		X					
12.2.10	**On-Site Support** For 12 months after the last vehicle finally accepted, Contactor must provide technical support within 48 hours of a request by RT, at no additional cost to RT, if RT staff cannot resolve a problem with a refurbished vehicle.		X					
12.2.10.1	**On-Site Support (Work performed at a different facility)** In addition, if RT authorizes off-site refurbishment of the vehicles, Contractor must provide qualified support at RT's Light Rail Facility from the delivery of the first completed vehicle until two weeks after the last vehicle has been finally accepted.		X					
12.3	**Testing** There are no test requirements for this section.						X	

12.4	**Submittals** Contractor must submit all manuals, training aids, integrated schematics, and other material based on the Baseline Project Schedule. The first delivery of material must be complete, but may be in draft form. With the second and final delivery, Contractor must deliver all materials in final, approved form. Contractor must incorporate all revisions to all documents quarterly until the end of the warranty period. The manuals must be developed and validated as being accurate and suitable for the RT vehicle, support equipment, maintenance facilities, and maintenance personnel. Contractor must deliver 5 review copies of each publication in 85% complete draft form. Final submittals must be delivered in the quantities identified elsewhere in this Section.		X					

#	Tech Spec Section	Section Name	Reference Section	Description
1.	1.6.1	General Requirements	Section 1	Sample of Outgoing and Incoming Open Item Inspection Checklist
2.	1.7	General Requirements	Section 1	Removed Material List must be submitted for each Vehicle as part of the Car History Book

	Section 1: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Project Quality Plan	Int & Ext	TBD
2	Project Safety Plan		+30 days
3	Project Configuration Management Plan		
4	Project Environmental Information / Purchasing Specification		
5	Weight Log Procedure		
6	Outgoing Inspection List		
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#	Tech Spec Section	Section Name	Reference Section	Description
3.	2.2.1	Carbody	Section 2	Color scheme and material of exterior wrap
4.	2.2.1	Carbody	Section 2	Exterior repair procedure
5.	2.2.1.7	Carbody	Section 2	*Roof Water Based Cleaner Manufacturers Data Sheets
6.	2.2.1.7	Carbody	Section 2	*Roof Penetrating Sealer Manufacturers

6.	2.2.1.7	Carbody	Section 2	Data Sheets
7.	2.2.2	Carbody	Section 2	Sealant and application procedure for end masks
8.	2.2.6	Carbody	Section 2	Cab and Passenger window installation procedures
9.	2.2.4	Carbody	Section 2	Rain gutter fabrication and installation drawings
10.	2.2.7	Carbody	Section 2	Interior color samples
11.	2.2.7	Carbody	Section 2	Interior painting procedure
12.	2.2.10	Carbody	Section 2	Seat cushion smoke and flammability certification
13.	2.2.11	Carbody	Section 2	Console design review submittal
14.	2.2.17	Carbody	Section 2	Exterior side mirror

	Section 2: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Carbody Repair Manual; Class 1, 2 and 3 Repairs (complements Exterior Repair Procedure, above)	Int	
2	Fiberglass Repair Procedure	Int	
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#	Tech Spec Section	Section Name	Reference Section	Description
15.	3.4	Trucks	Section 3	Record of serial numbers of all serialized components installed on each truck
16.	3.4	Trucks	Section 3	Record of all measurements required to be verified according to the UTDC Heavy Repair Manuals during reassembly on each truck
17.	3.4	Trucks	Section 3	Pressing force charts for mounting of each component on each axle
18.	3.4	Trucks	Section 3	Record of tests and adjustments required after installation of each truck under the car
19.	3.2.2	Trucks	Section 3	NDE inspection/tests results

	Section 3: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Procedure for casting slewing rings	Int	
2	Truck Welding Procedure	Int	
3	Truck Overhaul Procedure	Int	
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	Tech			

#	Spec Section	Section Name	Reference Section	Description
20.	4.2.5	Misc. Mechanical Equipment	Section 4	Painting procedure, MSDS, and paint type used for battery box
21.	4.2.7	Misc. Mechanical Equipment	Section 4	Record of verification of coupler anchor bolt torque, height of coupler head, and gathering range
22.	4.2.9	Misc. Mechanical Equipment	Section 4	Welding procedure for articulation bracket, if required
23.	4.4	Misc. Mechanical Equipment	Section 4	New sander nozzle design
24.	4.4	Misc. Mechanical Equipment	Section 4	Drum switch overhaul procedure
25.	4.4	Misc. Mechanical Equipment	Section 4	Air leakage test procedure

	Section 4: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description
26.	5.2.1	Auxiliary Power System	Section 5	APS qualification test procedure and test performance. Contractor is encouraged to

27.	5.2.1	Auxillary Power System	Section 5	Select a supplier with a previous record of a qualification on the same unit and submit the test report for RT qualification test waiver
28.	5.4	Auxillary Power System	Section 5	APS conformance test procedure
29.	5.4	Auxillary Power System	Section 5	APS conformance test report for each unit
30.	5.4	Auxillary Power System	Section 5	Auxiliary Power Supply design report including load calculations, operational descriptions, rating sheets, software descriptions, diagnostics description, electrical schematics, and assembly drawings
31.	5.4	Auxillary Power System	Section 5	Recommended fault annunciation and internal protection strategy for the APS system
32.	5.4	Auxillary Power System	Section 5	APS installation drawings with structural calculations
33.	5.4	Auxillary Power System	Section 5	Battery circuit breaker test report with fault current calculations for battery bank
34.	5.4	Auxillary Power System	Section 5	Battery circuit breaker enclosure and installation drawings
35.	5.4	Auxillary Power System	Section 5	Battery over-temperature sensor data sheet and settings

	Section 5: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Traction Power Study; For APSE Specification	Int	
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#	Tech Spec Section	Section Name	Reference Section	Description
36.	6.3	HVAC	Section 6	Manufacturer's pressure test report and certification for each evaporator and condenser coil
37.	6.3	HVAC	Section 6	Carlyle or its authorized rebuilder's test report and certification for each compressor
38.	6.3	HVAC	Section 6	HVAC conformance test procedure
39.	6.3	HVAC	Section 6	HVAC conformance test report for each unit.
40.	6.3	HVAC	Section 6	A high voltage and insulation test following current NEMA standards must be performed
		HVAC		HVAC unit inspection, including refrigeration

41.	6.3	[illegible]	Section 6	system, electrical equipment, frame and housing, procedure
42.	6.3	HVAC	Section 6	HVAC Disassembly procedure
43.	6.3	HVAC	Section 6	HVAC unit cleaning procedure, including refrigeration system, electrical equipment, frame and housing
44.	6.3	HVAC	Section 6	Evaporator and Condenser coil designs
45.	6.3	HVAC	Section 6	HVAC unit re-assembly procedure

	Section 6: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	HVAC Unit Overhaul Technical Specification	Int	
2	Duct Clean, Inspect and Repair Procedures	Int	
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#	Tech Spec Section	Section Name	Reference Section	Description
				Complete prototype installation test on the

46.	7.3	Door System	Section 7	Complete prototype installation test of the first two Vehicles and test in a 2 car consist. Prototype must provide the standard for the installation of the remaining units
47.	7.4	Door System	Section 7	Installation drawings for the ADA ramp
48.	7.4	Door System	Section 7	Complete parts list for the installation of the ramps
49.	7.4	Door System	Section 7	Package of modified vehicle schematics showing the changes in the door control circuit
50.	7.4	Door System	Section 7	Catalog cuts for all switches and indicators required in this section

	Section 7: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description

51.	8.4	Communications System	Section 8	Communications conformance test procedure
52.	8.4	Communications System	Section 8	Communications conformance test report for each unit
53.	8.4	Communications System	Section 8	Communications Design Report consisting of passenger intercom details, station design and functions, interface with the cab, the existing locations for speakers and displays and operating procedures
54.	8.4	Communications System	Section 8	Detailed cab and cab layout drawings showing all specified components
55.	8.4	Communications System	Section 8	PA system details, including amplifiers, speaker, microphone characteristics, volume adjustment procedures, automatic volume control, and similar
56.	8.4	Communications System	Section 8	Destination/Information sign details, manufacturer, resolution, brightness, interfaces to the information system
57.	8.4	Communications System	Section 8	Video surveillance system camera locations and field of views
58.	8.4	Communications System	Section 8	TWC Installation Plans

	Section 8: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description
59.	9.4	Event Recorder	Section 9	Certification from the event recorder supplier that the recorder meets all requirements of IEEE 1482.1
60.	9.4	Event Recorder	Section 9	Technical description of event recorder
61.	9.4	Event Recorder	Section 9	Installation design review package
62.	9.4	Event Recorder	Section 9	Electrical Interface Design Package

	Section 9: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Event Recorder Certificate of Conforming to IEEE 1482	Ext	Prior to first installation
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#	Tech Spec Section	Section Name	Reference Section	Description
63.	10.4	Misc. Electrical Equipment	Section 10	Develop a separate procedure and functionally test for each modification listed in Section 10.2 above. Procedure must be submitted for RT's review and approval prior to testing
64.	10.4	Misc. Electrical Equipment	Section 10	Functionally tests of the propulsion contactors without the application of high voltage power on the vehicle
65.	10.4	Misc. Electrical Equipment	Section 10	Cleaning procedures for electrical/electronic equipment
66.	10.4	Misc. Electrical Equipment	Section 10	Control circuit change documentation
67.	10.4	Misc. Electrical Equipment	Section 10	TOR and MKR replacement relays
68.	10.4	Misc. Electrical Equipment	Section 10	Procedure for installation of RT VECOM controller and transmitter
69.	10.4	Misc. Electrical Equipment	Section 10	Mounting bracket for VECOM transmitter

70.	10.4	Misc. Electrical Equipment	Section 10	Mounting for railroad headlight

	Section 10: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description
71.	11.3	Vehicle Testing	Section 11	Pneumatic System Leakage Test Procedure
72.	11.3	Vehicle Testing	Section 11	Wiring Insulation Test Procedure Static
73.	11.3	Vehicle Testing	Section 11	Functional Test Procedure
74.	11.3	Vehicle Testing	Section 11	Dynamic Operational Test Procedure (Type Test)
75.	11.3	Vehicle Testing	Section 11	Series Test Procedure
76.	11.3	Vehicle Testing	Section 11	Three Car Consist Test Procedure and results

		Vehicle Testing		
77.	11.3	Vehicle Testing	Section 11	Burn-in Procedure

	Section 11: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description
78.	12.3	System Support	Section 12	All manuals, training aids, integrated schematics, and other material
79.	12.3	System Support	Section 12	All materials must be delivered in final, approved form
80.	12.3	System Support	Section 12	All revisions to all documents must be incorporated no less frequently than quarterly
81.	12.3	System Support	Section 12	Final submittals must be delivered in the quantities identified. One original set of each deliverable must also be provided to RT

	Section 12: Additional Project Documents	Internal / External	Delivery Date Post NTP
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#	Tech Spec Section	Section Name	Reference Section	Description
82.	13.2.4.3	Materials and Workmanship	Section 13	Welding Procedures and Specifications
83.	13.2.5.3	Materials and Workmanship	Section 13	Bonding Procedures

	Section 13: Additional Project Documents	Internal / External	Delivery Date Post NTP
1	Mat'l Safety Data Sheets for all chemicals and like materials brought into SacRT premise	Int & Ext	TBD
2	Structural Fastener Log	Int & Ext	Keep until +12 months last LRV delivered
3	Welder Qualification Log	Int & Ext	Available at all time during production
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Rev. Level	Date of Release	Changes Made	Initials
--	10/22/2011	Initial Release	CDW
A	10/24/2011	Revised all sections to incorporate comments.	CDW

Attachment 8

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 651-9537
FAX (916) 653-4565
TTY 711

Flex your power!
Be energy efficient!

June 1, 2012

To Whom It May Concern:

It is my pleasure to submit this letter of commendation for Telly Sionides, Project Manager, ALSTOM Transportation.

Mr. Sionides successfully managed a $13 million project to overhaul 66 passenger railcars owned by the State of California, Department of Transportation (Caltrans). The project, included replacement of door operators and overhaul of wheelchair lifts on 66 bi-level cars. The old doors were failing at a rapid rate. Were it not for the successful execution of the project, there was a real risk the fleet would not have been available for service to our customers who depend on reliable passenger rail transportation. The contract required extensive field warranty and field modification work, all of which were performed on cars that were in high demand for passenger service.

The overhaul project required a great deal of logistical work with myriad "partners" including Caltrans, Amtrak, and a joint powers agency. In addition, there were unforeseen problems early in the overhaul with quality of parts provided by a supplier. Mr. Sionides skillfully navigated these challenges and delivered the project on time and within budget. He was able to accomplish this by providing strong leadership to his team, close supervision of a problem supplier, and successfully managing all aspects of the project.

Sincerely,

LISA A.C. BUBIENKO, Chief
Rolling Stock Procurement Branch

Attachment 8

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

EDMUND G. BROWN Jr., Governor

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It is my pleasure to submit this letter of commendation for Telly Sionides, Project Manager, ALSTOM Transportation.

Mr. Sionides successfully managed a $13 million project to overhaul 66 passenger railcars owned by the State of California, Department of Transportation (Caltrans). The project, included replacement of door operators and overhaul of wheelchair lifts on 66 bi-level cars. The old doors were failing at a rapid rate. Were it not for the successful execution of the project, there was a real risk the fleet would not have been available for service to our customers who depend on reliable passenger rail transportation. The contract required extensive field warranty and field modification work, all of which were performed on cars that were in high demand for passenger service.

The overhaul project required a great deal of logistical work with myriad "partners" including Caltrans, Amtrak, and a joint powers agency. In addition, there were unforeseen problems early in the overhaul with quality of parts provided by a supplier. Mr. Sionides skillfully navigated these challenges and delivered the project on time and within budget. He was able to accomplish this by providing strong leadership to his team, close supervision of a problem supplier, and successfully managing all aspects of the project.

Sincerely,

LISA A.C. BUBIENKO, Chief
Rolling Stock Procurement Branch

SIEMENS

Infrastructure & Cities

Siemens Statement to the Board RE: RFP: 2010043
June 11th, 2012

Siemens would like to take this opportunity to thank Sacramento Regional Transit for the recommendation that Siemens be awarded the Light Rail Vehicle Refurbishment Project of the 21 UTDC vehicles.

Siemens would like to further highlight our strengths as the company best able to perform the prescribed scope of work:

We have co-located all of our manufacturing, quality management, engineering, project management and other related resources in our Sacramento facility. This allows us to respond quickly and efficiently to any issues that may arise and continue to provide on-going support throughout the lifecycle of the vehicle.

A project of this nature is technically challenging and extremely complex, in many ways more complex than building the vehicle to begin with. As such, Siemens recognized the need for a highly-skilled and qualified project team to handle this refurbishment. Our previous experiences with refurbishment work show this to be absolutely essential for a project that is successful for both parties. Further, Light Rail Vehicles are our core competence and our Sacramento facility is predominantly dedicated to work in this area, creating a local pool of resources that will be leveraged to the mutual gain of Siemens and Sacramento RT.

Siemens went into this proposal with a very comprehensive approach and made sure we learned as much as possible about the UTDC vehicles. Siemens recognizes the technical complexity of the work requested by Sacramento RT. Siemens also understands that any mis-alignment of understanding on refurbishment work creates a potential situation where both parties will experience increased costs and schedule delays. In seeking to avoid this situation, Siemens put extensive efforts into both the proposal and the post-proposal clarification meetings. We knew that this was the best way to deliver a high-quality proposal and, if awarded, a technically superior product in the end.

Siemens truly appreciated the opportunity to provide recommendations for cost savings. During this process, Siemens was able to leverage its project and engineering resources to provide ideas that provided the best value to Sacramento and very much appreciated the receptiveness that Sacramento RT showed to take a collaborative approach to alternate solutions.

Siemens believes that Sacramento RT has performed a thorough evaluation of the bidders, as supported by the findings of an independent 3rd party evaluator.

Thank you for your time and consideration.

Siemens Industry, Inc.
Infrastructure & Cities Sector

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USA

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RESOLUTION NO. 12-06-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 11, 2012

DENYING ALSTOM TRANSPORTATION INC.'S PROTEST AND CONDITIONALLY AWARDING A CONTRACT FOR UTDC LIGHT RAIL VEHICLE REFURBISHMENT SIEMENS INDUSTRY, INC.

WHEREAS, on May 19, 2011, the Sacramento Regional Transit District (RT) released a Request for Proposals for UTDC Light Rail Vehicle Refurbishment; and

WHEREAS, on February 21, 2012, after receiving initial proposals, conducting negotiations, and requesting final offers, RT staff issued letters to Alstom Transportation Inc. (Alstom) and Siemens Industry Inc. (Siemens) stating RT's intent to recommend conditional award of a contract for UTDC Light Rail Refurbishment to Siemens Industry Inc.; and

WHEREAS, a properly-filed protest was filed by Alstom on February 23, 2012; and

WHEREAS, after evaluating the protest, staff issued a preliminary decision that the protested lacked merit; and

WHEREAS, upon receipt of the preliminary decision, Alstom requested further consideration of the protest and provided further arguments in support of its protest; and

WHEREAS, a third party reviewer reviewed the procurement, found that Alstom's protest lacks merit, and concurred with the determination made by the RT evaluators that the Siemens proposal is superior.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board has conducted a hearing on the protest filed by Alstom with respect to the notice of intent to award a contract for UTDC Light Rail Vehicle Refurbishment and has considered the evidence and all other matters properly before it in accordance with the bid protest procedures applicable hereto.

THAT, the findings and determination of the RT staff, as set out in RT's letter dated February 28, 2012, and as further described in the RT staff report dated June 1, 2012, and the attachments thereto, are hereby adopted as the findings and determination of the Board of the Sacramento Regional Transit District, and Alstom's Bid Protest is hereby denied.

THAT, the Board finds that Siemens Industry, Inc. is the most qualified firm submitting a proposal for the Contract for UTDC Light Rail Vehicle Refurbishment.

THAT, the Contract between Sacramento Regional Transit District, therein referred to as "RT," and Siemens Industry, Inc., therein referred to as "Consultant," whereby Consultant agrees to provide UTDC Light Rail Vehicle Refurbishment project services, as specified, for an amount not to exceed $19,676,099.70, is hereby approved contingent upon Siemens Industry, Inc's. compliance with the Buy America Pre-Award Audit requirements.

THAT, the General Manager/CEO is hereby authorized and directed to execute said Contract, upon satisfaction of the foregoing contingency.

_____
BONNIE PANNELL, Chair

ATTEST:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 12-06-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 11, 2012

REJECTING ALL PROPOSALS FOR UTDC LIGHT RAIL VEHICLE REFURBISHMENT

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the proposals received in response to RT Request for Proposals for UTDC Light Rail Vehicle Refurbishment (RFP NO. 2010043) are hereby rejected.

_____
BONNIE PANNELL, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary