



Potomac and Rappahannock
Transportation Commission

REQUEST FOR PROPOSALS

CONTRACT PROVIDER FOR COMMUTER AND LOCAL BUS SERVICES

August 5, 2002

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Proposals Due October 1, 2002

Solicitation Number – PRTC 080502

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1. INTRODUCTION

The purpose and intent of this Request for Proposals (RFP) is to enter into a multi-year Contract with a qualified transit operations Contractor to operate the Potomac and Rappahannock Transportation Commission (PRTC)'s bus services and maintain the Commission's 91-bus fleet.

PRTC is a suburban Washington, DC transportation agency offering a variety of services to meet community needs. The Commission prides itself on providing high quality, progressive, and innovative transit services for residents of its member jurisdictions. The Contractor will operate express bus service from the Prince William County and Manassas area to points in metropolitan Washington, DC and local bus service within Prince William County, and the cities of Manassas, and Manassas Park. PRTC will provide an operations and maintenance facility and buses (hereinafter referred to as "PRTC-owned assets") to operate both the express and local services.

PRTC's bus services have been contracted-out since the 1980s. The current contract operator, now entering its fifth year of service to PRTC, is the Washington Area Metropolitan Transit Authority (better known as Metro). Prior to Metro contract operation, PRTC contracted with several private companies, the one immediately prior to Metro served PRTC for three (3) years, while that company's predecessor was under contract for six (6) years.

With a virtually new bus fleet and a resolve to seek further quality gains to increase ridership and customer satisfaction, PRTC looks forward to an "owner-contractor" partnership that others will want to emulate. The new Contract could be for as long as 10 years, taking advantage of the Federal Transit Administration's recent relaxation of the five-(5) year contract limit.

One further observation is appropriate in this introduction, namely that PRTC's desire to improve bus service quality has been a major guiding principle in preparing the specifications of this RFP. This is evident throughout the RFP, particularly in the "incentives" and "disincentives" provisions. Offerors surely appreciate the fact that the bus operators are instrumental to quality service delivery, and that the operators' familiarity with the service they operate is fundamentally important. Offerors are urged to pay particular attention to the peculiarities of PRTC's bus service operation in preparing proposals, so the proposals account for the fact that:

- a.** The long-distance commuter bus service ("OmniRide") is predominantly peak-period only;
- b.** The local bus service ("OmniLink") is an all-day, relatively steady headway service featuring route deviations and requiring a mastery of local geography and the ability to calmly provide service in a sometimes hectic atmosphere; and
- c.** The bus service attributes described in (a) and (b) mean pieces of work are likely to encompass multiple OmniRide routes (both in-service and deadhead), routing patterns, and (to a lesser extent) combinations of OmniRide and OmniLink services

PRTC is not prescribing how run-cuts are to be made, but Offerors are urged to carefully consider how the run-cuts they conceive will affect what operators will need to know (training and operating complexity) balanced with providing attractive work assignments (maximizing full-time straight shifts) and how this will affect service quality.

Finally, please note that PRTC is currently developing standardized policies and procedures in order to formally define detailed service operations and improve consistency of service delivery. PRTC anticipates providing these to the Contractor upon Contract award.

2. DEFINITIONS

**Contract Administrator
or Officer:**

The Executive Director's Designee

Contract or Agreement:

The contractual agreement between the PRTC and the successful Contractor to perform work described in this solicitation and successful Contractor's proposal. **Note: The Contractual instrument for this project will be PRTC's standard form Contract, modified as required to conform to this project. PRTC will not use Offeror's form contract.**

**Contractor, Consultant,
Firm, Proposer, Vendor,
or Offeror:**

Interested parties responding to this solicitation

FTA:

The Federal Transit Administration

Operation:

Maintenance and operating responsibilities of the Contractor under the terms of this Contract.

Project Equipment:

Any tangible personal property with a value of \$5,000 or more

**PRTC, Commission,
or Purchaser:**

The Potomac and Rappahannock Transportation Commission

Project Manager:

The PRTC staff person designated by the Executive Director or Contract Administrator who is responsible for the Contract, quality of work and authorizes payment of invoices.

PRTC-owned Assets:

The bus fleet, maintenance facility, and other ancillary equipment, as described in the appendix.

VDRPT:

The Virginia Department of Rail and Public Transportation

3. PROCUREMENT TIMELINE

The following timeline has been established for this procurement, though dates may vary. Should changes occur, Offerors will be notified.

August 5, 2002	RFP Document Issued by PRTC
August 19, 1:00 PM	Pre-Proposal Conference at PRTC
August 21, 5:00 PM	Final Questions Due
August 30	PRTC Response to Questions
October 1, 12:00 PM	PROPOSALS DUE!
October 29 and 30	Interviews
October 31 – November 19	Negotiations
November 20	Best & Final Offer(s) Requested
December 3, 12:00 PM	Best & Final Offer(s) Due
January 2, 2003	PRTC Recommends Contract Award to Board (Plan to attend)

4. CONTRACT TERM

The term of this agreement shall be up to 10 years duration beginning on or about **July 1, 2003**. The initial term shall be three years, and PRTC at its sole discretion may elect to exercise two successive options, the first for three years and the second for as long as four years (the second option could be for fewer than four (4) years, again at PRTC's sole discretion). PRTC also at its sole discretion may cancel the Contract as provided for in the Contractual agreement.

5. SERVICE PROVISION

5.A Purpose

The purpose of this procurement is to retain the services of a qualified Contractor to conduct the day-to-day safe, reliable, efficient, and effective operation of the herein-described bus services. The primary goal is to provide quality bus service that will maximize potential ridership.

5.B General Description of Tasks to be Performed

Responsibilities of the Contractor shall include, but not be limited to, the following tasks:

5.B.1 Equipment Acquisition - All activities associated with the procurement of equipment required for the operation of the system, other than PRTC-owned assets. This shall include maintenance equipment; office and computer equipment; operating software; non-revenue vehicles; and other equipment as needed. PRTC-owned assets are described in the appendix.

5.B.2 Startup - All preparations necessary to begin operation of the service. All personnel shall be hired and trained, documented procedures shall be established, an aggressive safety program will be developed, facilities and equipment will be prepared, operator runs cut will be prepared, and all other activities required for Contractor start-up performed.

5.B.3 Operate Service - The Contractor shall coordinate, manage, and control all necessary service activities, which shall include but not be limited to:

- a. Operating all services to the levels and standards required as described throughout this RFP.
- b. Providing operators, maintenance, supervisory, management, and administrative personnel.
- c. Establishing all employment policies relative to Contractor's personnel.
- d. Developing operator training, testing, and certification programs.
- e. Developing administrative, safety and security procedures, performance statistics, and financial records.
- f. Developing methods to maximize service efficiency and reliability.
- g. Providing vehicle maintenance.
- h. Providing planning assistance.

- i. Executing data collection and gathering services, such as National Transit Database (NTD) and others as requested by PRTC.
- j. Implementing federally-compliant programs including Drug and Alcohol, Americans with Disabilities Act (ADA), Title VI, and any other programs that are mandated for federal assistance.
- k. Providing required insurance.
- l. Unless otherwise noted, all duties, materials, supplies, etc. required in this RFP, shall be provided by the Contractor as part of the overall cost, rather than being an “extra.”

5.C Description Of Services

5.C.1 Service Operations Plan – All routes and schedules shall be specified by PRTC – a compilation of the existing routes and schedules currently operated by the PRTC are included in the appendix. Routes are subject to change and modification as specified by PRTC in accordance with the requirements in this RFP.

PRTC will provide the service schedules to Contractor during the performance of this Contract. The Contractor shall be responsible for developing operator assignments from the schedule provided by PRTC. PRTC shall endeavor to periodically examine running times to ensure that printed schedules are reasonably accurate estimates. Should the Contractor identify unrealistic times or operating conditions change, PRTC will evaluate and, if necessary, make appropriate changes, as PRTC deems appropriate. PRTC shall also perform such checks when initiating new or modifying existing services. Contractor shall supply operators and vehicles to assist in such evaluations.

The Contractor shall perform all scheduled service in accordance with the provisions of this Contract. Service shall be provided as requested or according to any adjusted schedule established by PRTC, including route modifications required as a result of an emergency. Planning, coordination, and implementation of operator reliefs are the responsibility of the Contractor and shall not disrupt the continuity of service.

5.C.2 Service Span – Currently, all routes operate Monday through Friday only, approximately 255 days of service annually. This could change during the life of the Contract.

5.C.3 Holidays - Service shall not be operated on the major holidays designated by PRTC, which currently include:

- New Year’s Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

A scaled down service plan (known as “modified holiday”) is implemented on six additional holidays which currently are:

- President’s Day
- Martin Luther King Day
- Veteran’s Day
- Columbus Day
- the day after Thanksgiving
- Christmas Eve

PRTC reserves the right to amend the holiday and modified holiday schedule during the course of the Contract.

5.C.4 OmniRide Commuter Service - PRTC’s “OmniRide” commuter bus service has been publicly subsidized and operated by contractors since 1984, transporting commuters working in the Washington, DC area and its immediate environs. Daily ridership on the service has grown at a rate of 15 percent per year for the past few years and future growth is anticipated.

Each weekday morning, from around 4:30 to 9:00 AM, 43 OmniRide buses transport area commuters from eastern Prince William County and the Manassas area inbound to Arlington, VA (Crystal City and the Pentagon) and Washington, DC. Currently, over half the vehicles are stored midday at a lot near Crystal City and operators are shuttled back to PRTC. This midday storage lot is not owned by PRTC and will not be available for this purpose during the term of this Contract.

Two buses provide mid-day revenue service between about 11:00 AM and 2:00 PM.

PM service begins as early as 3:00 PM with the last evening run ending at approximately 9:00 PM. The PM peak pullout is currently 50 vehicles.

Buses assigned for commuter service are primarily MCI over-the-road vehicles, the majority of which are 45 foot, 57 passenger models. They are scheduled for either one or two inbound trips in the AM and one or two outbound trips in the PM. PRTC monitors ridership levels and instructs the Contractor to assign buses to runs based on seating capacity.

Over the course of their trip, commuter buses operate in a variety of traffic patterns. Approximately one-third of their running time is spent in Prince William and Manassas traversing local streets and major arterials at posted speeds ranging between 25 and 45 MPH in moderate traffic. Another third of their trip is spent in the High Occupancy Vehicle

(HOV) lanes of two interstates (I-95/395 and I-66) running at posted speeds of 55-65 MPH. The last third of their trip is spent in the stop and go traffic of Washington, DC and Arlington.

Daily ridership for the commuter bus service is currently about 3,800, with average loads of 26.3 passengers per trip. PRTC currently charges a one-way cash fare of \$5.00 or one token, which can be purchased in advance in packs of 10 for \$35.00, generally through on-board volunteer conductors.

PRTC's OmniRide commuting clientele are largely professionals – about half are employed by the federal government. The length of their trip (travel time spent on the bus), schedule adherence, climate control and other passenger amenities are major priorities. Our patrons have high expectations and, since most have autos and other transit/ridesharing options, are discretionary riders. As such, they demand a higher level of service than traditionally is assumed for transit riders. This fact exerts a strong influence on PRTC in its selection of a service Contractor.

The one-way trip from the PRTC service-area to Washington takes approximately one (1) hour and 15 minutes from the start of the route to the last stop – some trips are longer, some shorter. Scheduled headway and travel time allow little opportunity to gain more use of the vehicles (13 buses serve two trips in the morning, 18 are used for doubles in the evening) though they provide enough cushion to ensure that the second sections of doubled trips do not run late. While Offeror's proposals may suggest ways to improve the use of PRTC vehicles in revenue service, such suggestions should minimize modifications to the existing bus route structure.

Offerors will bid on the scheduled revenue hours of service detailed in the appendix and shown on Attachment E – Pricing Proposal. Since the proposed schedule reflects a significant number of one-way trips in the peak period (because of trip length and traffic conditions in the heavily congested corridors into Washington), there is a large amount of deadhead time.

5.C.5 OmniRide “Metro Direct” and “Cross County” Service – Two all-day, bi-directional services, known as “Metro Direct,” are provided between eastern Prince William and the Franconia/Springfield Metro station and between the Manassas area and West Falls Church Metro station (with a few trips to the Vienna Metro station). This service costs \$1.75 each way, payable by cash or token (not discounted). “Cross County Connector” service is provided between eastern Prince William and the Manassas area, connecting OmniLink local bus service hubs. The fare structure for the Cross County Connector is the same as that used for OmniLink local bus service, described below. The “Manassas Metro Direct” service interlines with the Cross County service on many trips and uses four peak vehicles in the AM and five peak vehicles in the PM. Service was expanded to accommodate all-day, bi-directional trips in April of 2002. The “Prince William Metro Direct,” which uses two peak vehicles, began operating in October of 1999 and was restructured and expanded in November of 2001. Buses used for these services are 43 seat Orion Vs. Daily ridership for

these services is about 650, with average loads of 7.4 passengers per trip (the lower productivity is, in part because of the newness of some service, as described above).

5.C.6 OmniLink Local Bus Service - Started in 1995, this is a flex-route (route deviation) service on five routes used to transport people locally in the eastern Prince William County and greater Manassas. Flexible routing (in which buses may deviate as much as $\frac{3}{4}$ of a mile off the established route for scheduled pick ups and drop offs) enables the service to reach a far larger market and negates the need for complementary paratransit services. Flex-route service operates from about 5:45 AM to 10:45 PM. Three routes operate in eastern Prince William using Potomac Mills Mall as the timed-transfer center (this location will change to PRTC's Transit Center in the fall of 2002). Two routes operate in the Manassas area where they share several major generators but do not have a timed-transfer location. Daily ridership is about 2,400 trips and growing.

OmniLink vehicles are 28-passenger, 30-foot medium-duty Champion CTS buses – 12 are currently used in the AM peak, 13 are used in the PM peak period. In terms of the operating environment, these buses are running on local streets and major arterials at running speeds of from 20 to 45 MPH in light to moderate traffic.

Riders can access the service like a fixed route bus if their origin and destination are near OmniLink fixed bus stops. If bus stops are not convenient, riders can call between two hours and two days in advance to arrange for the bus to pick them up in their neighborhood. Standing orders for repeat trips are also accepted and constitute about 50% of the deviation trips. Overall, deviation trips account for about 12 percent of all ridership activity.

Upon receiving a trip request not near an existing bus stop, PRTC Customer Service Agents “negotiate” to establish off-route pickup/drop-off locations that are a reasonable distance from those requested, at points that are efficient to serve and allow the bus to continue making forward progress along the route. Accepting deviations, estimating running time, and maintaining “reasonable” on-time performance (up to 10 minutes late) is, often-times, a difficult balancing act.

To increase operating efficiency, buses do not have to return to the route at their point of departure, though they do need to serve all fixed bus stops. Operators select the route they drive between stops when deviations are required. Currently, the fare per one-way trip is \$0.75, transfers cost a quarter (senior/disabled fares in off-peak hours are \$0.35 plus \$0.10 for a transfer). Service operates on 45 minute and 55 minute headways in the eastern Prince William area and the Manassas area, respectively.

The ability to “flex” from a route makes transit more attractive to riders (disabled and able-bodied alike) and eliminates the need to provide complementary paratransit service required by the Americans with Disabilities Act, thereby mainstreaming individuals with disabilities and reducing operating costs.

Intelligent Transportation System (ITS) technologies are being introduced to improve on-street and dispatching efficiencies, enhance vehicle tracking and communications capability, and offer

real-time reservation options. PRTC was awarded one of the first transit ITS grants in 1993 and served as the test site for development of the Trapeze flex-route software. The Trapeze package is serving as the centerpiece for fall 2002 implementation of additional ITS technologies including global positioning satellite-based (GPS) automated vehicle location (AVL), digital dispatching of operator manifests, and communication of ridership activity through GreyHawk's in-vehicle mobile data terminals (MDT). The MDTs are large color touch-screen units with in-vehicle mapping, routing, and on-time performance capabilities.

5.C.7 Special Event Service - The Contractor shall perform special services as requested by PRTC. The Contractor shall be paid for these services at the Contract rate.

5.C.8 Dispatching - The call intake, scheduling of deviation requests, and dispatching of local OmniLink flex-route service are responsibilities of PRTC, not the Contractor. PRTC will also provide dispatching for OmniRide services, a change from the current contract arrangement in which the Contractor has borne this responsibility. For all service types, the Contractor has responsibility for operator check-in, daily assignment of operators to runs and vehicles, "end-of-shift" check-in, distribution of tokens and information, collection of paperwork, etc. PRTC dispatchers will take over from the time the vehicles are pulled out of the yard until they pulled back into the yard. Contract supervisory personnel must be on site to ensure operators check in, know their assignments, and are assigned vehicles. All communications to and from in-service operators will be channeled via the dispatcher unless specifically authorized by PRTC. By "all communication," PRTC means that issues regarding service changes, not routine supervisory communication with a bus operator designed to assist bus operators in better doing their job (e.g., correcting mistakes, reminding them of new policies, confirming they know of a new bus stop, etc.). PRTC expects that in situations calling for possible or required service changes (e.g., detours, re-deploying buses to other assignments, holding buses, etc.) both Contractor and PRTC field staff will consult with dispatch prior to directing any change. Note also that PRTC expects the Contractor to have staff assigned to the dispatch room not only to perform the duties described above, but to aid in decision-making related to such service changes, especially in situations where safety may be a concern (Contractor staff is also needed in dispatch so they have an ongoing awareness of what is transpiring throughout the day). Ultimately, however, the PRTC dispatcher (or PRTC management, as the case may be) is vested with making the final decision. During events, such as emergencies, the dispatcher may cede decision-making power to field staff, provided they are provided timely updates of changes and conditions. PRTC may require the Contractor to provide appropriate personnel for special services performed during hours when the operation is not normally staffed (e.g., dispatching a special weekend trip).

5.C.9 Vehicle Assignment - Contractor shall assign specific vehicles to blocks of work in accordance with PRTC's instructions for size and type of bus each individual piece of work requires. The expected end result is that the same vehicle will be used to perform the same assignment every day. This practice is beneficial because bus operators tend to take better care of/more pride in "their own" vehicles, resulting in such positive attributes as cleaner buses, earlier detection of problems/defects, etc. It is the Contractor's responsibility to ensure each service is always provided the proper-size/type of bus, as required by PRTC. Improper assignment by mistake or because no proper vehicles are available shall be considered a "deficient vehicle condition," as described in the Liquidated Damages section.

5.C.10 Service Levels at Start of Contract - PRTC currently operates approximately 411 revenue hours of service each day, as follows:

	<u>OmniRide</u>	<u>OmniLink</u>
Current Daily Revenue Hours	234	177

Hours and miles of service are subject to change prior to or during the Contract period.

5.D Vehicles and Communication Systems

PRTC currently owns a fleet of 91 vehicles. PRTC will provide all revenue vehicles necessary for normally scheduled services as they currently exist. All vehicles shall be made available to the Contractor at a nominal lease of \$1.00 per year. Additional vehicles that shall be needed from time-to-time may be provided by PRTC or requested from the Contractor (at a rate to be negotiated at a later time). PRTC will be responsible for providing a two-way radio system on all the revenue vehicles. PRTC reserves the right to add or delete vehicles as required during the course of this Contract (respecting the spare ratio FTA allows).

A detailed description of each vehicle is shown in the Appendix .

5.D.1 Commuter Bus Fleet – 66 of the 75 transit buses assigned to commuter service are active; the other nine (9) make up a contingency fleet. The makes and models of these 75 buses are:

<u>NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL/LENGTH</u>	<u>STATUS</u>
12	1989	TMC	RTS 06/40'	6 active/6 contingency fleet
3	1990	Eagle	15/40'	Contingency fleet
5	1993	MCI	102 A3/40'	Active
4	1995	MCI	102 D3/40'	Active
13	2000	Orion	V/40'	Active
38	2002	MCI	D4500 (102DL3)/45'	Active

All vehicles were purchased new. Powertrain warranties on 2000-2002 buses are 5 year/300,000 miles and other warranties remain in effect. See appendix for specifics regarding warranty dates and mileages on rebuilt units. All but the RTSs and Eagles are wheelchair accessible. OmniRide buses operate an average of 166 miles per day, accumulating about 36,600 miles per year (note that currently around 25 vehicles layover near Washington, DC during the midday, reducing deadhead miles, an arrangement that may or may not continue depending on what each Offeror proposes).

5.D.2 Local Bus Fleet - Local service is operated using 16 Champion CTS medium-duty buses with a maximum seating of 28 passengers (assuming no wheelchair passengers are present) and 2 wheelchair positions. All are accessible.

Buses assigned to the local service are as follows:

<u>NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL/LENGTH</u>	<u>STATUS</u>
15	2001	Champion	CTS/31 feet	Active
1	2001	Champion	CTS/31 feet	Out of commission ¹

¹ One bus was destroyed by fire and a new replacement unit currently being manufactured is expected to arrive before the end of calendar year 2002. The current contract operator is providing an interim replacement vehicle until the replacement unit is delivered and accepted.

All vehicles were purchased new. Powertrain warranties are 5 year/500,000 miles and some other warranties remain in effect. All are accessible. OmniLink buses operate an average of 210 miles per day. On average, each OmniLink bus accumulates about 42,000 miles per year.

5.D.3 Service/Support Vehicles -The selected Contractor must provide all other rolling stock used to support the service such as road supervision, accessibility backup, and maintenance vehicles and bus operator relief/shuttle vehicles. Vehicles shall be white, unless otherwise approved by PRTC, and shall be marked with the PRTC logo and, if requested, other graphics such as contact information, vehicle ID number, etc. Supervisor vehicles must be accessible for persons with disabilities.

The Contractor may not use PRTC revenue vehicles for support functions, such as bus operator reliefs, without the express consent of PRTC management. Such consent will ordinarily be given only in emergencies. The Contractor will furnish and maintain in good working order all necessary support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. As these vehicles will bear PRTC's logo, their exterior appearance shall be presentable at all times. All support vehicles will be cleaned in accordance with the standards set for washing PRTC buses. To the extent that vehicles are or may be used to transport patrons, interiors shall also be cleaned according to bus standards. All body damage shall be repaired promptly. Towing may be handled by contractual agreement with local firms.

5.D.4 Vehicle Spare Ratio - PRTC shall provide the Contractor with a fleet that includes a spare ratio of no less than 15 percent. Currently, the active OmniRide fleet has a spare ratio of 20 percent (11 spares, 55 peak pullout). The current OmniLink spare ratio is 23 percent (3 spares, 13 peak pullout). In addition to the active OmniRide fleet, PRTC currently has a contingency fleet of retirement-age OmniRide buses that can be deployed to meet expanded vehicle requirements. The conversion of "contingency fleet" buses to "active" status shall be permissible with the approval of PRTC. Spare ratios shall apply independently to each vehicle category. It is the Contractor's responsibility to ensure an adequate fleet to meet pull-out, strategic (stand-by) buses, etc.

5.D.5 Vehicle Replacement Program - PRTC is anticipating funding in federal fiscal year 2003 to replace five heavy-duty buses and an option to purchase up to seven additional buses if funding is available and the active fleet is large enough. At least the first five will be scheduled for delivery by the end of calendar year 2003, by virtue of a "piggyback" assignment from NJ Transit. Vehicles will be the same as the 2002 MCIs. PRTC's goal is to replace heavy-duty buses after not more than 14 years of service and to replace medium-duty buses after not more than seven years of service.

5.D.6 Communications Systems – Revenue Vehicles - PRTC will be responsible for providing a two-way radio system on all revenue vehicles. Bus operators will use radios while driving only when it is safe to do so and will use proper radio etiquette at all times.

PRTC will pay the monthly service charge for air time. PRTC shall also provide the GreyHawk system described below. Contractor shall be responsible for maintaining the communication systems in all revenue service vehicles, including provision of spare equipment, reprogramming, etc. PRTC will be responsible for maintaining base stations and facility antennas, and other in-house equipment used for dispatching. PRTC Operations staff carry Nextel hand-held radios. The systems are described as follows:

- a. **Nextel system** – This system uses Motorola 900W digital radios that are installed in each of the buses.
- b. **GreyHawk mobile data terminals (MDTs)** - This system will operate independently of the Nextel system via Verizon CDPD transmission and includes 10-inch color touch screen units, GPS antennas, odometer readers, and emergency alarm buttons in each of the 16 OmniLink vehicles. The system interfaces with the Trapeze scheduling/dispatch system used by PRTC in dispatching and otherwise communicating with the OmniLink vehicles using digital data. PRTC has purchased three (3) complete spare units (19 total) and the Contractor has the discretion to use these three units as spares, so long as PRTC does not choose to install these units in vehicles not so equipped. If the three (3) units purchases as spares are installed elsewhere at PRTC's discretion, the Contractor shall be responsible for providing all spare equipment.

5.D.7 Communications Systems – Contractor Vehicles and Personnel - The Contractor shall procure, install, and maintain in all of its service/support vehicles two-way radios that will allow for the timely and efficient coordinating of service calls, reliefs, etc. The system must be compatible with the PRTC's communications system(s) and must be approved by PRTC before its installation and use. In addition, hand-held mobile units on the same system(s) shall be provided for all field/street supervisors and other personnel as needed. Contractor management will carry the same radio/cell phone communication devices and will be expected to have them on at all times so communication is possible 24 hours per day, 365 days per year. Contractor shall provide bus operators and supervisors a pager, radio, cell phone, or other device so communication is possible in case of operator shortage, emergency, weather, or other situation. The Contractor shall be responsible for monthly service charges for units described herein.

5.D.8 PRTC Use of Revenue Vehicles - PRTC employees with CDLs and acceptable driving records shall be permitted to drive agency-owned revenue vehicles for legitimate purposes (e.g., route timing) and be covered by Contractor's insurance. Such usage shall normally be non-revenue service except in emergency situations.

5.D.9 Strategic Vehicles and Operators - The Contractor shall post at least one bus and operator on a stand-by basis at the PRTC Transit Center (for all hours of operation), in the Manassas area (from 5:30 AM until 7:30 PM), and at the Pentagon (from 3:00 PM until 7:30 PM) or other acceptable (to PRTC) location to cover the PM rush. These strategic buses, together with other idle buses in the active fleet at the PRTC Transit Center, constitute the vehicle resources that dispatch shall have at its disposal to respond to vehicle breakdowns,

service disruptions, etc. PRTC reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns. Contractor is expected to make use of the bus fleet provided by PRTC to furnish strategic vehicles, however, such vehicles shall not be counted as part of the peak-fleet pull-out when calculating the spare ratio.

5.E Service Changes

5.E.1 General - PRTC reserves the right to adjust service levels during the term of this Contract. This includes any adjustment necessary in vehicles allocated to perform this service. PRTC shall have the option to add or delete from the given schedule or to re-deploy the service to other areas based on demand, increase of service productivity, or other reasons. The Contractor will provide service subject to route changes, additions, and deletions during the term of this Contract.

5.E.2 Blocking and Run-cutting - The Contractor is responsible for providing both initial and on-going blocking, run-cutting, and other related functions, using software specified by PRTC but provided by the Contractor. PRTC reserves the right to approve all blocking and run-cuts. A sample run-cut shall be provided with the proposal. The full initial run-cut shall be submitted for PRTC's approval at least 90 days before the first day of revenue service provision. Run-cuts shall consist of, but not necessarily be limited to, the following:

- Operator Manifests for regular weekday, Friday and Modified Holiday
- Block sheets and/or trip pairings
- Report listing number of each "type" of run (i.e.-straights, splits including length of split, PM or AM only, part time, etc)
- Report listing pay time by run
- Report stating total revenue and deadhead miles and hours by route

5.E.3 Turnsheets – PRTC shall provide and maintain turnsheets for revenue vehicle movements. Turnsheets constitute the official route descriptions and will be provided to the Contractor for training and in-service use. Contractor shall provide and maintain turnsheets for all out-of-service moves, including but not limited to deadheads, which shall include recommended routings as well as alternate routings for each move and preferred and alternate staging locations. Out-of-service turnsheets shall be submitted for PRTC approval at least 90 days before the first day of revenue service provision.

5.E.4 Planning Assistance - Contractor shall provide appropriate personnel to assist with such efforts as locating and re-locating bus stops and preferred deviation stops, timing/re-timing routes, developing alternative run-cuts, investigating new and revised routing and scheduling options, solving loading problems, and other operations planning assistance. PRTC will attempt to limit major changes to twice a year. This assistance may require somewhat intensive use of run-cutters, operations staff, etc. for a couple of weeks. A more regular need for assistance with minor changes or possible changes may entail a couple hours of effort on the part of a supervisor, senior operator, or trainer every week or two on average.

5.E.5 Communicating Service Changes - The Contractor shall establish and submit, for PRTC approval, procedures for how service changes (permanent, temporary, and immediate) are communicated to operators, supervisors, trainers, and other “need to know” parties. An essential piece is the process of notification when temporary changes are no longer in place. Ensuring that substitute operators and those assigned new pieces of work are aware of changes is also essential. Since operators may not read such communications, secondary means are needed. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 60 days before the first day of revenue service provision.

5.E.6 Planned Modifications – Contractor shall deploy sufficient field personnel to monitor/supervise operations to ensure smooth, consistent implementation of new and modified services.

- a. Minor Route and/or Schedule Changes** - While PRTC will in most cases provide at least a one (1) week notice, as little as 24 hours notice may be given to respond to minor adjustments. PRTC will attempt to limit such short-notice changes to those that will have little or no effect on operator assignments/run-cut. Such changes will constitute not more than five percent of the existing revenue hours and/or miles. Minor adjustments, depending on the time frame allowed, may be given verbally and then confirmed by a written memo.
- b. Major Route and/or Schedule Changes** - Major route changes are those that exceed the percent above for minor route changes and cause the Contractor to re-bid the bus operator work runs. Except for emergencies, PRTC will make every effort to implement major service changes no more than two times per year on a fixed predictable schedule in coordination with the Contractor’s periodic bus operator work run bids (picks) if any and will give the Contractor 10 weeks to respond to major changes requiring more operators or major adjustments to work shifts. Contractor shall submit a proposed run-cut within two weeks of receiving a major change announcement from PRTC. PRTC shall endeavor to review, approve, and/or and comment, if needed, within three working days. Major changes will be given in writing by PRTC.

5.E.7 Modifications Due to Non-Recurring Events – From time-to-time, events take place that require temporary, and sometimes “real-time” changes to be implemented, as described below.

- a. Route and Service Modifications Caused by Unanticipated, Non-recurring Events** - When unanticipated events take place (e.g., freeway accidents, weather, opening HOV lanes to all traffic, “real-time” street closures/detours, emergencies, etc.), PRTC will take the lead responsibility, with the Contractor’s input/assistance (e.g., supervisor site investigation, assistance, etc.), in planning service modifications that minimize negative impacts by deploying whatever additional resources are needed. In some instances, PRTC will implement its Emergency Service Plan that calls for specific service modifications in response to winter weather and emergency situations. The Contractor is responsible for ensuring that

- b. Route and Service Modifications Caused by Significant, Anticipated, Non-recurring Events** - When significant upcoming events (e.g., protests) are planned that may or will cause disruption to services, PRTC will take the lead, with the Contractor's input/assistance, in planning appropriate responses. If appropriate, PRTC may choose to implement its Emergency Service Plan in anticipation of such event.
- c. Route and Service Modifications Caused by Minor, Anticipated, Non-recurring Events** - For relatively minor anticipated instances, such as specific street closures for repairs, the Contractor will take the lead, with PRTC's input/assistance, and approval, in determining appropriate responses (e.g., developing detours, providing additional resources, etc.).
- d. Payment for Routes and Services Modified in Response to Non-Recurring Events** - When services described above are implemented, the Contractor shall be paid for a regular service day, provided all PRTC-specified service levels are met. Should such services be operated for an extended period (exceeding two consecutive days or four consecutive AM or PM rush hour periods), a recalculation of revenue hours will be made and Contractor compensation shall be based on the actual number of revenue hours of service provided.

5.E.8 Substitute Bus Service for VRE Service Stoppages – PRTC currently has a contractual relationship with VRE in which PRTC arranges for substitute bus service when VRE service stoppages occur. Where possible, the substitute bus service is provided using PRTC operators and vehicles; if this is not possible or adequate, by PRTC management arranges for service by other public and private operators. The Contractor's obligations under this Contract are to provide operators and vehicles to fulfill PRTC's obligations and to ensure that operators are familiar with station locations and access routes.

5.E.9 Services Not Operated - PRTC will not compensate the Contractor for services not operated.

5.F Personnel Organization

NOTE: PRTC anticipates that a substantial majority of bus operators, mechanics, supervisors, etc. will elect to remain with the incumbent contract operator, WMATA (Metro). Anticipating this PRTC has provided for a six-month start-up period to ensure an ample hiring and training period.

5.F.1 Wages & Policies - Contractor shall be obligated to pay the wages and provide benefits for its employees, and shall cause the withholdings to be made as required in the

performance of this Contract. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security and any other current and future legal requirements. The Contractor must comply with all applicable statutory/regulatory provisions, e.g., the Federal Transit Administration's Drug and Alcohol Testing Regulations. The Contractor shall hold PRTC harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

5.F.2 13C Agreement – PRTC will not become a signatory party to any Section 13C Agreement between service providers and organized labor units, pursuant to the Section 13C Provision of the Urban Mass Transportation Act of 1964.

5.F.3 Vehicle Operator Requirements – Vehicles shall be operated with due regard for the safety, security, comfort, and convenience of passengers and the general public. Vehicle operators must have a valid Commercial Driver's License (CDL) with appropriate endorsement and each operator must submit to a medical examination every two years from the startup of service (or more frequently if required statutorily). Vehicle operators must be trained, tested, and certified in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner.

The operators must meet or exceed the following standards to perform under the PRTC program:

- a. The Contractor shall conduct pre-employment Department of Motor Vehicle checks of all personnel, independent Contractor or subcontractor employees hired for service and shall check DMV records at least every six (6) months for accidents, tickets for vehicle code violations, and review for valid operators licenses of its employees whose job requires them to operate vehicles for this project. Each operator must meet the following requirements:
 1. No more than one moving violation for each year of the last five (5) years prior to application for this program.
 2. No more than two (2) moving violations within the last 12 months.
 3. If license has ever been suspended, applicant must have two (2) full years with no violations.
 4. Under no condition will an applicant be accepted as an operator for this program if (1) he/she has been convicted of a felony, (2) and/or has any record of drug or alcohol offense even if evidence of rehabilitation is presented (e.g. driving while under the influence).
- b. Not be addicted to the use of alcohol or controlled substances.
- c. Not be subject to outstanding warrants for arrest.
- d. Be able to read, write, and speak English.

- e. Be able to count money and understand PRTC's fare structure.
- f. Have thorough knowledge of the PRTC routes and service area, as evidenced by training, testing, and certification prior to being placed in revenue service. Note that operation of local route deviation service requires particular attention to local geographic training and map reading. Operators of commuter bus routes are expected to be certified in all routes in order to allow dispatch to "bump" trips to minimize negative impacts associated with delays and other problems.
- g. Be responsible for knowledge of the service system design, connecting services, schedule for next vehicle, etc.
- h. Be sensitive to customer needs.
- i. Be able to handle complaints and problems as required. Personnel must also report all passenger complaints and operational problems.
- j. Maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service.

5.F.4 Operator Recruitment, Remuneration, and Retention - The current contractor, a public transit operator itself, has been forced to cope with excessive operator turnover, primarily due to premium wage and benefits available through promotion to "full-time" positions within its organization (and compounded by the fact that most of its employees reside in areas that are a significant distance from PRTC and the high incidence of split shifts).

Contractors prior to WMATA, also found it difficult to attract and retain qualified vehicle operators because wages and benefits offered were not competitive. Many operators were trained at PRTC, received their CDL, and left soon thereafter to work for other companies offering higher wages, straight shifts, and/or better benefits. This resulted in excessive missed trips, late trips, and a lack of customer service commitment, as well as the chronic need for work coverage by supervisors and other management personnel.

PRTC's number one goal for improvement in the Contract that will be awarded based on this procurement is to attract and retain a workforce that wants to remain part of the PRTC team. Toward this end, PRTC is placing tremendous emphasis on ways to make the agency an attractive place to work. FAILURE ON THE PART OF THE CONTRACTOR TO MAINTAIN AN ADEQUATE, APPROPRIATE, AND STABLE VEHICLE OPERATOR WORKFORCE SHALL MEET WITH STRICT ENFORCEMENT OF LIQUIDATED DAMAGES FOR POOR PERFORMANCE.

PRTC has conducted a recent survey of regional, local transit operators' wages. PRTC will require the Contractor to pay vehicle operators an hourly wage of at least:

\$13.25 PER HOUR

Additionally, PRTC urges Offerors to give consideration to a pay differential for split-shifts in an effort to make this work more attractive. **Offerors are also urged to offer existing bus operators salary/benefits that are no less than their current compensation and commensurate with their seniority, (compared to new recruits or less senior operators), in an effort to entice them to remain at PRTC.** Any such retention will ease the difficulties the Contractor will encounter preparing for the takeover.

Proposed wage rates, benefits, and wage escalation packages for bus operators and other Contractor personnel should be detailed in the price proposal that shall be a separate submission. PRTC **strongly encourages** the Contractor to offer an attractive package of benefits. All of the following benefits will be offered to employees using a “cafeteria-style” program whereby individual employees can tailor the specific benefits, coverage levels, co-pays, etc. into a package that best suits them. Benefits to be offered include but need not be limited to the following:

- Pension plan or 401K
- Hospital/medical, dental, and vision plans (with all or most of at least the full-time employee’s premium paid by the Contractor)
- Life insurance plan
- Short and long term disability insurance
- Sick leave
- Holiday pay
- Vacation pay

5.F.5 Local Recruiting - Local recruiting efforts are highly desirable (local is defined as Prince William County and surrounding jurisdictions, particularly to the south and west) as a means of minimizing turnover.

In particular, local employees:

1. tend to find split-shift work more tolerable (sometimes even desirable);
2. are likely to be better (if not well)-acquainted with the service area geography/street network; and
3. take pride in providing a needed service to their fellow residents.

5.F.6 Unionization and Worker Retention - Should the workforce elect to be unionized, PRTC strongly favors an arrangement whereby PRTC’s operation is its own independent bargaining unit. Except as otherwise allowed in this section, such a unit would preclude operators and mechanics from “picking” out of PRTC or being directly placed into a position at another location operated by PRTC’s Contractor for another of the Contractor’s clients. The exception would be a promotional opportunity, where “promotional” means a move to a management (or more senior management) position. While an independent bargaining unit at PRTC is favored, it is not an absolute requirement, and PRTC is willing to entertain

alternative proposals designed to achieve the same “turnover containment” result. These provisions shall also apply to the Contractor’s workforce in the event that the workforce is not unionized.

5.F.7 Assignment Picks (if applicable) - Operator picks will take place no more often than two times per year, approximately six months apart and will not occur between November and January. As stated previously, it is PRTC’s goal to limit major service changes to occur simultaneously with picks.

5.F.8 Assignment Changes - Minor changes (as defined earlier) will not cause a “bump” pick (i.e., operators changing assignments when a vacancy occurs). Changes involving service increases will be covered by assignment of “extra board” (initially) and new operators by the Contractor’s management until the next pick. Management will assign permanent (interim) replacement operators for vacated (permanently or temporarily) or otherwise changed assignments (regardless of cause for vacancy or change), minimizing both switching of operators and significant reduction of existing operators’ pay hours. These operators will continue to perform their assigned work until the next pick. Similarly, new “minor” pieces of work initiated at times not coinciding with a pick shall be assigned a consistent interim operator.

5.F.9 Extra Board - The Contractor will develop a proposed extraboard for PRTC’s review and approval. All extraboard personnel will be trained and certified to operate all PRTC routes. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 150 days before the first day of revenue service provision.

5.F.10 Run-cuts – As a means of minimizing operator turnover, consideration should be given to separating OmniLink from OmniRide assignments, maximizing straight shifts, and maximizing full time, etc. With regard to OmniLink, a minimum operator shift shall be no less than three hours.

5.F.11 Report Time - Contractor shall ensure operators are provided and paid for adequate report time for check-in and vehicle pre-tripping. Report time for OmniLink operators shall include 15 minutes for the operators to acquaint themselves with scheduled deviations and routings (30 minutes for operators during their first four weeks as an OmniLink operator and for the first two weeks after an OmniLink operator begins operating a different route). OmniRide operators providing PM rush hour service, shall be provided adequate report time for check-in and vehicle pre-tripping plus an additional 15 minutes, in case traffic deadheading north warrants an earlier than scheduled pull-out.

5.F.12 Operator Reliefs - Bus operators relieving other operators must be at the relief location at least five minutes in advance of the scheduled relief time. Bus operators currently in service will continue in service on their route if no other operator is available for relief, is late, etc. OmniLink is a continuous service meaning that there is no scheduled recovery time. The Contractor shall pay operators for travel time if their shift begins or ends at a location other than the PRTC Transit Center, whether they’re driving or being transported themselves.

5.F.13 Management - In addition to operators, the Contractor shall employ and train such other persons as may be necessary in order to enable the Contractor to perform the services provided for hereunder. Contractor shall cause such persons, whether employed directly by Contractor or made available through subcontracts, to perform all necessary supervision, management, and coordination of all aspects of such services. Offerors may choose to perform training and certain administrative activities required by this Contract using off-site regional or national Contractor personnel, so long as plans for these centralized functions are spelled out as a clear part of the Offeror's proposal. PRTC reserves the right to approve each member of the Contractor's management staff and to require the Contractor to add or to eliminate management positions.

Another significant problem leading to less than satisfactory service in the past has been insufficient staffing of management and administrative positions and significant turnover (as with operators, because of other attractive positions within the current contractor's organization), preventing the contractor from proactively managing the contract.

At a minimum, "key personnel" include:

- resident manager
- assistant managers
- maintenance manager
- assistant maintenance managers
- training/safety manager

These positions shall be dedicated 100% to the management of PRTC services and shall not be responsible for the management of, nor used as a resource for, any other projects without prior approval by PRTC. The Contractor's resident manager will oversee both operations and maintenance departments, providing a single point of contact and responsibility. Specific individuals to fill these positions must be identified, resumes included in the bidder's response to this RFP, and must be available for an interview by the PRTC evaluation team.

PRTC recognizes that management turnover is a fact of life, and at the same time recognizes the importance of continuity as a means of achieving high quality results and consistency. Accordingly, **PRTC intends to place a premium on approaches that Offerors suggest for attracting and retaining management in its evaluation.**

5.F.14 Administrative Personnel - The Contractor will provide a full complement of administrative personnel to support the operation. Among the administrative personnel shall be dedicated money room employee(s) so that bus operators are not performing this function. Money room employees shall be bonded.

5.F.15 Street Supervisors - The Contractor will provide dedicated (to PRTC), day-long supervisory coverage in both the eastern Prince William and the Manassas area, PRTC

Transit Center plus, in the PM, supervisory coverage at the Pentagon or other strategic locations in or near D.C. Supervisors will work with and take direction from authorized PRTC personnel including operations staff, dispatch, and others as may be designated by PRTC.

5.F.16 Maintenance Personnel – PRTC takes great pride in its young fleet and places great emphasis on ensuring vehicles are maintained to the highest standard to provide a long life of quality service. Contractor shall employ mechanics, shop and bus service attendants (cleaners), and other personnel to perform maintenance on PRTC vehicles. PRTC will take into consideration the ASE certification of the maintenance personnel in the review of proposals submitted for this RFP. PRTC reserves the right to approve or reject a sub-contract relationship for the maintenance of its equipment. If the Offeror wishes to provide maintenance via subcontract, PRTC will require evidence of the maintenance subcontractor's capability and experience with transit rolling stock.

All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Contractor's maintenance personnel will be fully knowledgeable of engines, transmissions, wheelchair lifts, air conditioning, diagnostic procedures, electrical systems, electronic equipment (fareboxes, signs, communications, etc.), and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit buses, over-the-road, and medium duty buses. **As with other positions, PRTC intends to place a premium on approaches that Offerors suggest for attracting and retaining maintenance staff. While wage rates for maintenance staff are not specified, PRTC requires Offerors to research and propose competitive wages and attractive benefits for maintenance staff as part of the proposal submission.**

5.F.17 Removal/Reassignments/Absences - PRTC shall have the right to demand removal from the project, any personnel furnished by the Contractor. PRTC must be notified of new hires or reassignments of project personnel. Further, PRTC must be notified of all extended absences of project personnel and any position vacancies of more than one week. The Contractor is required to fully staff those positions proposed in its submittal.

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, termination of employment, promotion, or leave of absence. Any change in key personnel or other top-level management requires prior written approval of the PRTC as specified in the Contract, Article 34. Contractor shall provide, for PRTC approval, policies and procedures addressing temporary absences (extended medical leave, suspension, etc.) with regard to how it affects number of operators and extra board, as well as mechanics, managerial/administrative staff, etc. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision.

Performance requirements of the management team include:

- No member of the management team will be away from PRTC on unrelated business more than one-half day per week unless approved by PRTC.
- The resident manager must notify PRTC whenever these individuals will be absent for longer than one day. Either the resident manager or an assistant manager must be on-site at PRTC from at least one-half hour before the first operator reports for duty until the last operator checks in.
- Either the maintenance manager or an assistant maintenance manager must be on site during all hours when work is scheduled to be performed on vehicles.
- For a minimum of four (4) weeks prior to and two (2) weeks following a major service change or major operator reassignments all people occupying key positions must be on site, except for emergencies.
- Temporarily replacing vacancies in key personnel within five (5) working days and permanently replace vacancies with personnel approved by PRTC within 45 days.

5.G Employee Training , Testing, and Certification

5.G.1 General Requirements – The Contractor is required to thoroughly train, test, and certify all individuals employed for work with PRTC. **Again, because most existing contract employees are expected to remain with the current operator, PRTC strongly encourages the contractor to devote considerable effort to developing the plan for hiring, training, and certifying new employees so as to minimize disruption of service during transition.** For training purposes, assume PRTC major service changes are limited, in most cases, to twice a year. The Contractor should size its training staff accordingly for both initial and on-going training. A training program syllabus including time periods for each training element (for operators, maintenance supervisors, training staff, and management), specifically detailed to PRTC shall be provided with the proposal. Once approved by PRTC, Contractor shall have prepare training aids, manuals, etc. and submit the complete programs to PRTC for approval at least 120 days before the first day of revenue service provision.. Contractor shall make such changes in its training programs as PRTC may, from time-to-time, request.

5.G.2. – Bus Operator Training - The minimum training period for operators will be six (6) weeks unless an operator with prior transit experience can be tested and certified in less time. Training shall be provided such that operators receive CDLs early in the process in order to maximize time available for behind-the-wheel training. The “Smith System” defensive driving program, or approved equal, shall be used. Unless otherwise approved by PRTC, all classroom training must take place at PRTC. Training elements shall include but are not limited to:

- defensive driving
- behind-the-wheel

- night-time operation
- safety, security, emergency, accident procedures
- self-defense
- customer relations and conflict resolution
- service(s), route, and schedule specific to assignment
- general routes familiarization
- Emergency Service Plan (ESP)
- local operating procedures
- vehicle familiarization (all types)
 - controls
 - handling
 - maneuvering
 - backing up in service vehicles
 - pre and post-trip inspection procedures
 - etc.
- revenue collection
 - fare media
 - transfers
 - equipment
 - etc.
- manual and automated counts of operating statistics
- ADA training
 - stop announcements
 - vehicle identification at multi-route stops
 - service animals
 - service to persons using respirators and portable oxygen
 - wheelchair lift operation and other accessibility equipment
 - etc.
- schedule, map, and manifest reading
- radio procedures
- destination signs
- uniform requirements
- laws and regulations
- Passenger Assistance Techniques (PAT) training²
- sensitivity training
- substance abuse training
- etc.

5.G.3 - Supplemental Operator Training – Ongoing training in support of safe and knowledgeable operations shall be an essential component of the operators’ training program. Contractor shall provide and complete supplemental training, evaluations, and certifications in the following areas:

² Contractor should incorporate interactive components and coordinate with local human service groups for completion of PAT and sensitivity training

- as needed, following a preventable accident or incident
- as required by changes in service, fares, operating environment, or as demonstrated by unsatisfactory performance
- whenever assignment changes
- monthly (at least), safety meeting of at least one (1) hour
- annual refresher training of at least four (4) hours

5.G.4 Maintenance Personnel Training - Maintenance Personnel will be trained to proficiency on each of PRTC's vehicles and sub-systems prior to the start of service. Contractor will be required to ensure that all repairs involving warrantied vehicles, sub-systems, parts, etc., are performed at all times by maintenance personnel who are properly certified to perform such work such that qualifications cannot be questioned when submitting warranty claims. All mechanics must have at least one ASE certification and five (5) years' experience on heavy duty trucks or buses. Alternately, mechanics may be graduates of a certified two-year technical/vocational institute and have two (2) years' experience with heavy duty trucks or buses. At least 30 percent of the maintenance staff shall be ASE Master Certified for medium and heavy duty trucks, not including the maintenance manager. In addition, all mechanics shall receive a minimum of 16 hours of technical/refresher training annually.

5.G.5 Supervisor Training – In order to be considered for a supervisor position, employees must have received bus operator training and have operated PRTC bus services for an extended period of time. Additionally, they shall receive in-depth training specific to this critical position such that they can provide comfort, support, and guidance to operators. Annual refresher training of at least four (4) hours is required for all supervisors.

5.G.6 Training Staff Training - At least one member of the Contractor's training staff (or safety officer) shall be certified by the Transportation Safety Institute (TSI) at the start of the Contract and Contractor shall ensure that at least one member is always on staff at PRTC throughout the tenure of this contract. PRTC encourages the Contractor to have other training/safety staff certified, as well. Due to recent terrorist events in the US and abroad, at least one member of the training staff (or safety officer) shall be a certified security instructor so they can ably instruct operators regarding security precautions and incident management. Security certification requires successful completion of Transportation Safety Institute *Transit System Security: FT00432* and the National Transit Institute's *Transit Workplace Safety and Security Train-the-Trainer* courses. Equivalent alternatives may be proposed.

5.G.7 Management Training – Contractor shall develop and implement a program to ensure that all on-site managers become intimately familiar with PRTC services, policies, and procedures so that clear, consistent, and comprehensive training and management is provided. Such training is critical both at the outset of the Contract and throughout the Contractor's tenure.

5.G.8 Safety Committee - Contractor shall establish a safety committee and meet on a monthly basis to discuss such issues as accidents, unsafe practices, security issues, training refreshers and program improvements, etc. PRTC will appoint a representative to be a member of this committee. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before

the first day of revenue service provision and the first meeting held at least 10 days before the first day of revenue service provision.

5.G.9 Employee Review Program – Contractor shall submit, for PRTC approval, an employee review program consisting of regular undercover reviews of operators (and other employees, upon PRTC request) and specific investigation of “problem” employees and formal procedures for refresher education and retraining. Program shall include use of behavior modification techniques. During the first year, operators will be reviewed and evaluated after one (1) week, one (1) month, three (3) months, six (6) months, and one (1) year, unless more frequent monitoring is deemed necessary. Thereafter, all operators shall receive at least an annual performance review and certification. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision.

5.G.10 PRTC Orientation – The Contractor shall make all employees available for an initial orientation session, which will be provided by PRTC. All subsequent graduating trainees, either collectively or individually, shall be made available for a PRTC orientation. The Contractor shall reserve up to four (4) hours for this purpose.

5.G.11 Disciplinary program – Contractor shall submit, for PRTC approval, a program of progressive discipline for each category of employees. Included shall be policies and procedures for accident and complaint investigation, assignment of “points,” and progressive discipline. Program shall include use of behavior modification techniques. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision.

5.G.12 Grievance Policy – Contractor shall submit, for PRTC approval, its employee grievance policy. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 90 days before the first day of revenue service provision.

5.G.13 Employee Assistance Program (EAP) – Contractor shall submit, for PRTC approval, an EAP for all employees serving under the PRTC Contract at no charge to the employee. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 90 days before the first day of revenue service provision.

5.G.14 Employee Incentive Program – Contractor shall submit, for PRTC approval, employee incentive programs for each category of employee designed to provide positive reinforcement (e.g., most compliments, safe-driving awards, rollout inspections, awards ceremony, etc.). Contractor’s proposed inclusion of employees in the PRTC-provided incentive program shall also be submitted. A complete description of this program shall be provided with the proposal.

5.G.15 Manuals— Operator, supervisor, and other manuals, handbooks, etc. developed specifically for this project shall be continually modified and updated to comply with new and/or changed policies and procedures.

5.H Reporting Requirements

The Contractor shall be required to submit reports as prescribed by this RFP and maintain all project records as requested by PRTC in approved formats and storage media. PRTC expects the Contractor to use data to proactively manage the Contract. Toward that end, Contractor shall make extensive use of both exception and trend analysis reporting. Contractor shall submit all required report formats for PRTC approval at least 90 days before the first day of revenue service provision.

5.H.1 Examination and Maintenance of Records - The Contractor shall permit PRTC and authorized representatives to examine, audit, and analyze all data and records related to the project. To the maximum extent possible such data and records shall be housed on the PRTC network. All project records prepared by the Contractor shall be owned by PRTC and retained in accordance with PRTC's record retention procedures. The Contractor shall maintain all records within the PRTC service area in compliance with PRTC's record-retention policy. In addition to hard copies, records will be made available in a PC compatible format.

5.H.2 Computer Network and Equipment - PRTC shall provide the computer network infrastructure for both the Commission and the Contractor. PRTC will provide access to its current administrative computer network giving the Contractor a network drive of its own and access to a shared drive with PRTC. PRTC will also take responsibility for reasonable network administrative and repair activities, as needed. Within reason, in the event of a PRTC network failure, PRTC would not hold the Contractor liable for delayed report submissions affected by the failure.

The Contractor is required to supply and maintain sufficient personal computers (PCs), printers, and other peripheral equipment that is compatible with PRTC's network for Contractor employees.

5.H.3 Software - The Contractor shall furnish and maintain all software for these PCs as required and must equip each computer with the same word processing, e-mail, database, and spreadsheet software programs PRTC is using (currently Microsoft Outlook 2000 and Microsoft Office 2000) and upgrade to newer versions or different software at the same time PRTC does so. The Contractor will not require PRTC to incur computer-related charges for any reason without PRTC's prior-written consent. The Contractor should be prepared to assist PRTC with data conversion, to the extent that PRTC and/or the Contractor find that migrating certain data from the prior contractor's systems into the new ones would be desirable or necessary.

PRTC shall provide technical specifications for business systems acquired for this operation (minimally, run-cutting, Management Information Systems (MIS), and maintenance packages). PRTC or its agent shall approve these systems. Such systems will become the property of PRTC in the event of Contract termination for any reason at any time.

5.H.4 Financial Records – The Contractor shall establish and maintain within a separate set of accounts all project expenditures and any other relevant financial records or documents including but not limited to fare revenues. The Contractor must conform with the FTA Uniform System of Accounts.

5.H.5 Invoices - The Project Manager shall submit monthly invoices to PRTC within ten calendar days of the following month for services rendered during the reporting period. Supporting back-up must include scheduled billable hours in decimal format broken out by service type and routes and requests for special service. Expenses and vehicle revenue hours for the OmniRide and OmniLink services shall be shown separately on the invoice. The Contractor must also provide monthly mileage and fuel usage statistics by vehicle and type of bus service. The monthly invoices shall be supported by back-up documentation as may be required by PRTC to establish that the amounts are allowable. Samples of the Contractor's invoice and monthly mileage/fuel usage report are attached in the appendix. Payment from PRTC shall be received approximately thirty (30) days following approval of invoice.

5.H.6 Management Information System (MIS) – The Contractor shall be responsible for producing and maintaining a current and relevant MIS database on the shared computer network system with PRTC. The MIS will serve as a database for both PRTC and the Contractor to monitor and evaluate the service. The Contractor shall be required to provide PRTC with direct computer network access to the Contractor's database at all times. Data and reports described in this section will be made available through this shared network format.

While examples of the required Contractor MIS input reports is included in the appendix, the following gives an indication of the general types and submittal dates required. Since some overlap exists between required data elements, the Contractor should exercise economy wherever possible by maintaining a single database from which various report data is extracted.

a. Daily Operations Report – No later than 11:00 a.m. on the following business day, the Contractor shall submit an electronic Daily Operations Report using an agreed-upon format including information contained in the sample report in the Appendix. This report shall summarize the previous day's operations activities including a weather report, operator reporting, identified missed trips, traffic conditions, PRTC or other vehicle accidents/incidents, revenue and non-revenue vehicles out of service and reason, personnel levels, operator training status, etc. All unusual circumstances regarding the daily operations should be noted on this form. Identifying a missed trip on this form shall constitute a proper report of such error and avoid the "Non-Reporting" liquidated damage amount.

- b. Daily Ridership Reports** - The daily ridership portion of the MIS shall be compiled on a trip-by-trip basis, unless otherwise specified by PRTC, for each route operated by the Contractor. Such reports shall be made in the format approved by PRTC and submitted to the PRTC no later than one business day after the conclusion of each operating day. Such statistical data, whether manually or electronically collected and/or recorded shall be made available to PRTC daily and/or as otherwise specified. Such information shall be formatted as specified by PRTC.
- c. Monthly Report** - The completed monthly MIS shall be made in the format approved by PRTC and submitted to PRTC no later than the tenth day of the following month. Certain key monthly ridership statistics (ridership, complaints, breakdowns, etc. by service type, operator, vehicle, route, and vehicle miles between road calls for Link and Ride buses) must be submitted to PRTC by no later than 12 noon the first business day of each month.
- d. Operator Reports** - The Contractor shall cause each operator of each bus to collect other data as deemed necessary by PRTC. Such information may include passengers counts by fare category, notations of boarding and alighting locations, changes in trip manifest information, etc. These counts may be by observation and recorded manually, through the use of manually operated counting devices, or through the use of electronic devices such as a registering farebox or a Mobile Data Terminal (MDT), as specified by PRTC.
- e. Performance Reports** – Contractor shall from time-to-time be requested by PRTC to prepare and deliver bus service performance reports and other data in addition to or as a substitute for the data required to be reported as part of the MIS submissions.

5.H.7 Passenger Comments/Complaints - PRTC places great importance upon the timely and thorough resolution of passenger complaints. The Contractor will be required to attach the same significance to each passenger complaint.

- a. Contractor Receives** - PRTC's own customer service center takes and documents all telephone, written, e-mail, and walk-up customer comments/complaints. However, Contractor employees may receive comments/complaints from time-to-time, and will always be the principal recipient of them on the buses. All Contractor employees shall document operational problems or passenger comments/complaints using PRTC's customer comment form for complaints. All such comments/complaints, be they verbal or written, shall be transmitted to the Dispatch Office on a daily basis.
- b. PRTC Receives** – **In the typical case, PRTC will receive and document passenger comments/complaints, log them into its passenger comment database, and forward a daily report to the Contractor for investigation and response as needed.** The Contractor is required to track complaints appearing in these reports to ensure timely resolution. This tracking function shall link to the PRTC passenger comment database and shall be accessible on the PRTC network. Within three working days of receiving a customer complaint, the Contractor shall provide PRTC with a response, including: findings, a

resolution (e.g. specific training and/or disciplinary action, etc.), and backup documentation (i.e. bus operator's name/number, bus number, location, etc.) to the extent this information was not available as part of the initial complaint transmittal. The findings and resolution shall account for past performance, if applicable, in addition to the facts of the particular complaint. The Contractor shall also be responsible for incorporating the findings and resolution in the customer comment database within the same three-day time frame, and PRTC shall review the resolution and advise the Contractor whether the action taken is sufficient. PRTC reserves the right to direct the Contractor to take further actions as PRTC deems necessary.

5.H.8 Vehicle Records – The Contractor shall maintain a complete vehicle history of every vehicle provided within this program. The fleet maintenance system shall be automated and be part of the Contractor's electronic MIS report which is available on the PRTC network. The Contractor shall maintain an individual file for each revenue vehicle including but not limited to date of action of all preventive and repair maintenance functions including warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. These files shall be organized by vehicle number. The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract.

5.H.9 Vehicle Defect Records – The Contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to operators and staff on all vehicles operated under this Contract. A vehicle defect report shall be completed as part of the pre-trip inspection on each vehicle prior to pull out for each shift and after service and filed chronologically by vehicle number. All pre-trip inspections must include lift cycling. Operators will turn in defect cards prior to and after each shift to the Contractor's staff person who is charged with reviewing each card to prevent buses with problems from going out on the next shift/assignment. Original vehicle defect reports shall be kept on file and entered into the MIS on a daily basis.

5.H.10 Accident/Incident Report – Contractor personnel shall immediately notify PRTC Dispatch regarding any and all disruptions in service provision, including but not limited to vehicle breakdowns, detours, accidents, delays, and missed runs. Written notification of accidents must be provided within 24 hours on an approved PRTC accident or incident form.

Contractor shall notify PRTC of any of the following accident/incidents:

- a. Collisions between a vehicle and another vehicle, person or object.
- b. Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle.
- c. Disturbances, fainting, sickness, deaths, or assaults.
- d. Vehicle thefts or fires.

- e. Accidents the operator witnesses.
- f. Vandalism to the vehicle while in service.
- g. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor or the PRTC.
- h. Any passenger, operator, supervisor, and service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, PRTC shall be notified immediately (regardless of hour or day).

5.H.11 Disaster Recovery Plan - The Contractor must provide, for PRTC approval, its written disaster recovery plan to be used in the event of a fire or any other disaster. This disaster recovery plan must include at a minimum off-site storage of backup information and adequate facilities and equipment to allow resumption of essential operating functions (including data processing and revenue handling) within 24 hours of the disaster. Other required elements include but are not limited to: furnishing cell phones or other PRTC-approved communication devices for operators to maintain communications in the event radio communications system becomes inoperative and securing the buses by providing a security guard or by other method approved by PRTC when they're idle, in the event the secured bus yard is off-limits. Contractor shall research procurement of required equipment and services and contacts in the plan. On at least an annual basis, the plan shall be reviewed, modified, updated, etc. Unless the disaster is the result of a willful act or negligence on the Contractor's part, PRTC will pay for reasonable extra costs associated with implementing the Disaster Recovery Plan. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 90 days before the first day of revenue service provision.

5.H.12 Hiring, Training, and Disciplinary Records – The Contractor shall maintain an up-to-date database of records on the PRTC network of all operator, supervisor and mechanic hiring, training, certification, and disciplinary actions. This information shall include but is not limited to hiring date, in-service date, name and ID number, DMV and CDL license checks, jurisdiction of residence, and detailed training records. Records of specific training delineating time of day and hours, route(s), specific training modules, vehicles, etc. and who certified each operator will be provided to PRTC before any operator enters into revenue service not previously performed. Detailed records of maintenance personnel training (dates, systems, vehicles, etc.) shall be similarly documented and maintained in the employee personnel file. Specific supervisor training records shall also be maintained. Contractor shall also maintain records of employee reviews, complaints and resulting disciplinary actions, and retraining linked to complaint number.

5.H.13 National Transit Database (NTD) Reporting - Contractor shall be responsible for collection of FTA Section 5335(a) data and other pertinent ridership information. In the event that the National Transit Database requirements are changed by the FTA, the Contractor is required to update data collection and reports consistent with the new requirements. **Separate NTD information shall be collected for OmniLink and**

OmniRide services statistics and expenses. Contractor shall provide all supporting documentation (on request) and prepare and submit monthly and annual National Transit Database reports to PRTC according to the following:

- a. **Monthly Reports** - Within 15 days of the previous month the Contractor shall complete and electronically submit to PRTC's Planning and Operations Department the following National Transit Database reporting forms. Separate reports shall be submitted for OmniLink and OmniRide.
 1. **Transit Agency Service Module Report (Formerly Form 406)** - Transit Agency Service including vehicle requirements by period and type of service, average daily and total monthly scheduled revenue hours and revenue miles, total monthly actual vehicle miles and actual vehicle hours (includes deadheads, special trips, excludes lost trips). Also Contractor is responsible for daily distribution and collection of boarding and alighting surveys on randomly selected trips to determine average passenger trip length.
 2. **Asset Module Report** (Formerly reported on Form 408) - Revenue Vehicle Inventory including number of total vehicles, number of active vehicles, type of each vehicle, total lifetime mileage, annual mileage to date, ownership, funding source, manufacturer, model number, year of manufacture, year of rebuild (if pertinent), fuel type, length in feet, seating and standing capacity, wheelchair capacity, ADA accessibility status.
 3. **Safety and Security Module Report** (Formerly Form 405) - Transit Safety and Security Report including the PRTC-approved Accident/Incident Form for **all major incidents**. NTD definition currently includes all transit related fatalities, accidents resulting in two or more injuries, accidents causing total property damage over \$25,000, bus evacuations, bus/rail collisions. Contractor is required to report total number of **non-major incidents** and final supervisor reports. NTD definition includes all transit related incidents resulting in one injury, total property damage between \$7,500 and \$24,999, and all transit related fires. Contractor is required to report total number of **safety and security related incidents**. Current NTD definition includes all collisions, vehicles leaving the roadway, unclassified incidents and suicides.
 4. **Financial Module Report** (Formerly reported on Form 301) Operating Expenses Report separated by OmniLink and OmniRide costs and summarized by function (vehicle operations, vehicle maintenance, non-vehicle maintenance and general administration) in object class. NTD definition requires reporting purchased transportation, fuels & lubricants, tires & tubes and other materials & supplies costs associated with operations.
- b. **Annual Report** - The Contractor shall assist PRTC staff in compilation and timely submission of annual report, due to FTA in October following the end of PRTC's fiscal year (June 30).

1. Backup documentation justifying the data shown in the annual report regarding Transit Agency Service shall be supplied upon request. This includes all passenger mile sampling data, summary, and tabulation. Passenger Mile sampling techniques shall be approved by PRTC.
2. Contractor is responsible for calculation of annual passenger mile total and average passenger trip length calculation. Contractor is also responsible for calculating fixed guideway and non-fixed guideway passenger miles and directional route miles (PRTC shall provide fixed guideway segment details to the Contractor). Average passenger trip length calculation is derived from daily boarding and alighting surveys required in the Transit Agency Service Module Report. Backup documentation from the Contractor shall be provided immediately upon request and Contractor shall attest to its accuracy, responding to questions as necessary.

5.H.14 Substance Abuse

- a. **Reporting** - The Contractor must also maintain a variety of records to document compliance with the FTA's Drug and Alcohol testing requirements. Procedures need to be in place detailing which records need to be kept, their duration, and when individual employee records may be released. The Contractor must make use of the most recently approved U.S. DOT Drug Testing Custody and Control and the U.S. DOT Breath Alcohol Testing forms.
- b. **MIS Report Submission** – The Contractor shall prepare and submit to PRTC a copy of properly completed FTA MIS reports summarizing the test results from the PRTC project for the previous quarter within 15 (fifteen) calendar days following the end of the quarter. In addition the Contractor shall submit a copy of the annual MIS report to PRTC by March 15th for the previous calendar year. The Contractor must fill out separate MIS Report forms for each subcontractor as well.

5.H.15 DBE Reports - The Contractor will be required to submit a schedule of actual Disadvantaged Business Enterprise (DBE) use each quarter

5.H.16 Other Required Reports and Plans - The Contractor must fully cooperate in developing all required materials, keeping them current, and compiling and supplying supporting documents as needed to ensure PRTC is in compliance with all federal requirements, as evaluated during Triennial reviews and other federal audits. A general description of these programs shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 60 days before the first day of revenue service provision. Specific examples include:

- Vehicle/facility Control System
- Written policy on safety signed by CEO

- System Safety Program Plan (SSPP) for transit services that includes addressing management of the safety function

In addition to the above-mentioned formal reports, the Contractor shall keep up-to-date and accurate records of the following (at a minimum):

- Operator pre-trip inspection logs
- Daily operator logs by run
- Daily road-call reports
- Farebox information by operator run by day
- Records for bus operating personnel as required to meet USDOT Commercial Driver Regulations
- Complete training records for all operators, supervisors and mechanics (shall be kept on the PRTC network)
- Other information as deemed appropriate

This information need not be submitted to the PRTC on a regular basis, unless otherwise directed. However, such records shall be made available to the PRTC by the Contractor at the request of the PRTC. Requests for new or modified reports shall be accommodated within two (2) weeks of such request.

5.I. Coordination

5.I.1 Intergovernmental Relations – The Contractor’s resident manager and/or his authorized representative shall be responsible for supporting all intergovernmental relations efforts involving PRTC, as directed.

5.I.2 Service Coordination - Contractor shall, as directed by PRTC, coordinate closely with affected municipal, county, state, and private representatives on all service matters that affect the daily operation of the PRTC bus services, such as road closures, inclement weather, and as they affect the operation of PRTC service.

5.I.3 Passenger Surveys – Documentation of the services will be provided through passenger surveys. These surveys will be administered by operators, staff, or other authorized representatives of PRTC. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution/collection of survey questionnaires, etc.

5.I.4 PRTC Meetings – PRTC staff/Contractor meetings shall include at least one meeting every week and others as may be required. The Contractor shall be available for meetings in public session with the PRTC Commissioners at least once every month to discuss the status, performance, and proposed improvements of the bus system. Contractor will ensure all its employees attend PRTC meetings and training as required by PRTC.

5.I.5 Citizen Meetings - The Contractor shall, as directed by PRTC, attend citizen meetings to provide information concerning the transit system.

5.J Use of Vehicles/PRTC Assets

5.J.1 Advertising on Vehicles – PRTC currently has a multi-year contract with an advertising sales broker who applies advertising on the exteriors of PRTC service vehicles. Contractor will coordinate with PRTC’s advertising company and provide labor to reposition vehicles (either at the transit facility or elsewhere within the DC area) to facilitate the installation and removal of wraps and other advertising. Should removal of advertising cause damage to the vehicle (paint, stripe, decal removal, etc.) Contractor will be responsible for making repairs in accordance with other vehicle repair stipulations (e.g., time limit, quality) in this Contract, and shall be responsible for seeking any and all remuneration from the advertising company for such repairs.

PRTC also has sole discretion to permit advertising and other public announcements on-board the buses that are outside the scope of the current multi-year advertising sales broker contract, and the Contractor shall cooperate in the placement of such advertising/public announcements. The Contractor shall not affix and not be permitted to affix or to distribute on any bus any other advertising, political or other printed or published material, unless otherwise agreed to or requested by PRTC. The Contractor shall not utilize or permit to be utilized any loudspeaker, video or other device for the purpose of such advertising or other communication other than as agreed or requested by PRTC.

5.J.2 Exclusive Use - The Contractor shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service without the approval of PRTC.

5.K Marketing/Public Relations

The PRTC shall be responsible for marketing program development and implementation including activities such as development, printing, and distribution of timetables and other marketing materials as well as promotional efforts. The Contractor shall review, upon request of the PRTC, marketing activities and provide comments and recommendations as the Contractor sees fit. PRTC will provide all marketing, public relations, and advertising services unless otherwise approved by PRTC; however, in no case shall these expenses be included in the proposal costs. PRTC may call upon the Contractor to assist in delivering materials when operators or supervisors will be passing distribution locations en route to or from the start or end of a route.

5.K.1 Bus Promotions - The Contractor shall provide such buses and operators as PRTC may from time-to-time specify for promotional appearances, uses, photographs, etc.

5.K.2 Media Relations - The Contractor shall refer all media requests to PRTC and shall not provide any information without prior approval by PRTC.

5.K.3 Bus Schedules and Brochures - The Contractor shall make appropriate schedules and other materials, as required by PRTC, available on all buses used for the provision of the service.

5.K.4 Customer Information Notices – The Contractor shall ensure that PRTC-generated customer information notices, newsletters, etc. are properly distributed to passengers and posted in visible locations in each vehicle, as directed by PRTC. Expired materials shall be removed on the stated removal date.

5.L Uniforms and Appearance

5.L.1 General - The Contractor shall provide standardized uniforms at no charge to the employees. The design of said uniforms shall require concurrence of the PRTC. Other required uniform elements specific by PRTC and/or bearing the PRTC logo will also be provided at no charge. Specific uniform and appearance requirements follow.

5.L.2 Operator Uniforms - The uniform for operators shall consist of the following:

- a. Uniform dress shirts** – Shall be long sleeved (with a tie) or short-sleeved (without a tie). Shirts shall be white (unless otherwise agreed-to by PRTC) and include the approved PRTC patch. Nothing on the shirt may identify the Contractor’s name or logo.
- b. Dress trousers** - Shall be black (unless otherwise agreed-to by PRTC).
- c. Outer-garments** – If jackets or sweaters are worn over the uniform while operating a PRTC vehicle, the PRTC patch and the operator’s nametag shall be affixed to the outer-garment. Such garments shall be approved by PRTC (though a choice of sweater, jacket, wind-breaker, vest, etc. can be offered) and of a standard color that complements the rest of the uniform.
- d. Neckties and Scarves** - to be approved by PRTC.
- e. Shoes** - all operators will be required to wear black shoes while on duty. Suede shoes, sandals, athletic shoes, and open-toed shoes are not allowed for driving safety reasons. Footwear must conform to USDOT requirements.
- f. Belts** - Belts are to be black (unless otherwise agreed-to by PRTC).
- g. Operator’s Kit** – The operator’s kit is considered a required part of the uniform. Each operator will have in his possession while in revenue service a kit containing, but not limited to, the following items:
 - all current published schedules of both OmniLink and OmniRide services
 - incident/accident notification forms
 - defect cards

- a pen/pencil
- felt tip marker
- paper
- tape
- appropriate and up-to-date street maps (such as those produced by ADC)
- turnsheets
- complaint forms
- other appropriate material as specified by PRTC

5.L.3 Supervisor and Trainer Uniforms - The uniform for supervisors and trainers shall clearly distinguish them as such.

5.L.4 Mechanics Uniforms - Mechanics shall also wear uniforms befitting the work they perform.

5.L.5 Appearance and Uniform Cleaning - At all times while performing their duties vehicle operators, supervisors, and trainers must maintain a clean and neat appearance, and must be in the approved uniform listed above. Each employee shall have a clean, pressed uniform at the start of each day. The Contractor shall provide a professional uniform cleaning service, including pickup and delivery of uniforms to PRTC, at no cost to the employee. Contractor shall provide for emergency replacement of soiled uniforms and for new employees. Each employee must also adhere to a code of personal grooming and hygiene established by the Contractor in conjunction with PRTC.

5.L.6 Identification Badge – Contractor shall supply and each employee must wear a neck strap or clip-on badge bearing the PRTC logo, employee’s name, photograph and badge number. Contractor must control all PRTC identifying materials which are provided to employees; at minimum the Contractor must require that all ID materials must be rendered by the employee upon termination.

5.M Fares and Fare Collection

5.M.1 Fare Policy – PRTC establishes all fare structures, policies, media, promotions, and discounts which may include passes, tickets, tokens, transfers, and coupons. Separate fare structures have been established by PRTC for the OmniRide and OmniLink services. All Contract employees must be familiar with and adhere to all parts of the adopted fare structure. The Contractor shall cooperate to ensure the sale of these passes and coupons. The Contractor shall not utilize any tickets, transfers, tokens, passes, cards or other non-cash fare substitutes other than those specified by PRTC. PRTC provides all fare media and transfers; Contractor is responsible for ensuring that operators have adequate and appropriate media and transfers at all times. Contractor shall construct a “fare media board” as a training aid.

Note: PRTC is currently in the process of studying a new fare structure, associated with the introduction of a region-wide “SmartCard” system. The agency expects to introduce a

range of pass options and to change the base fares for all services. Fare transactions involving cash are expected to drop dramatically and tokens may be discontinued. The exact timing of such changes is not presently known. PRTC expects to have new GFI/Cubic "Odyssey" fareboxes installed in spring 2003, but introduction of SmartCard capabilities and, hence, the new fare structure is dependent on other factors at play in the region. Once the SmartCard system is in place, much of the revenue transaction process will be handled electronically via a planned Regional Clearinghouse Service Center (RCSC), diminishing the volume of revenue room transactions. Policies and procedures will have to be revised in anticipation of this change once details are available and implementation is imminent.

5.M.2 Fare Collection and Accountability – The Contractor’s operators are responsible for collecting and recording fares from all passengers on each bus (including collection of, and/or notation of use, upon any passes, cards, tickets, tokens, vouchers, coupons, and transfers) determined in accordance with specifications and schedules specified by PRTC. The Contractor’s operators are also responsible for selling fare media in the absence of a conductor for as long as on-board fare sales are performed in this manner. Operators shall record required information regarding the use of promotional fare media.

5.M.3 Procedure for Collecting Fares - All operators shall inform passengers immediately upon boarding the bus to deposit the fare in the farebox. After each passenger boards the bus, the Contractor must ensure that all the collected fare in the farebox is pushed down into the security vault prior to the next customer inserting their fare or the bus moving from that bus stop. There shall not be any visible fare in the farebox during the trip. Once electronic fareboxes are operational, these procedures will be rewritten.

5.M.4 Revenue Data - Contractor’s operators shall follow farebox and other data collection equipment keyboard procedures and enter all operator and shift identification and passenger fare data necessary for the satisfactory operation of the farebox and/or other data reporting system as specified by PRTC.

5.M.5 Conductor Program – PRTC has a history of using volunteer bus conductors, whose principal duty is to sell tokens on board most OmniRide commuter buses. As consideration for this service, conductors are not charged a fare. The Contractor shall respect the agreements by and between PRTC and the conductors and will agree to assist them as individuals in carrying out their revenue and ancillary responsibilities, as well as provide representation to conductor’s meetings, as requested by PRTC. PRTC reserves the right to discontinue the conductor program at any time, in which case the Contractor shall assume all such duties.

5.M.6 Security and Ownership of Fares - All fares collected in connection with all categories of bus services shall be the property of PRTC. Contractor shall maintain the security of such fareboxes and associated revenue collection system. Contractor shall be responsible for providing security over collected funds, equipment in service, and all inventoried fareboxes and associated equipment.

5.M.7 Written Security Procedures and Fare Collection Monitoring – The Contractor must maintain adequate internal controls for all operations, specifically including revenue handling, accounting, and reconciliation. The Contractor must establish security procedures acceptable to PRTC and submit these procedures with its proposal. These procedures include methods to monitor and the utilization of controls and security devices that will prevent theft and expose pilferage. PRTC or its agent will periodically review Contractor procedures and submit written findings of any deficiencies. The Contractor is required to provide written responses to PRTC within 30 days and implement corrective actions within 60 days of any PRTC written findings. Should there be any discrepancies between actual count and data count, the Contractor shall be responsible for reimbursement to PRTC.

Some of the specific requirements to be incorporated in this plan include, but will not be limited to, the following:

- a. All passes, commuter cards, tickets, tokens, vouchers, coupons, and transfers must be stored in secure areas.
- b. The revenue room or any other area where the Contractor is handling fares shall be subject to random inspections by PRTC staff and/or external auditors. PRTC staff shall be granted access to the revenue room at any time, as long as accompanied by Contractor staff.
- c. The Contractor shall subcontract with an independent armored car company to pick up sealed cash bags after the daily deposit has been prepared and delivers these bags to the PRTC-approved bank.
- d. Require personnel working in the “money room” to wear clothing specifically designed to prevent theft (e.g., no pockets).
- e. Develop and implement specific policies and procedures for money room employees regarding logging in and out of the money room; not carrying handbags, trash bags, or other containers in or out of the room, designated shift and break times, etc.
- f. Provide a system of security cameras that fully cover the money room and the exterior farebox-pulling area.
- g. Incorporate periodic, unannounced audits.
- h. Temporarily (one day) and without notice, replace regularly assigned money room personnel with a member of the management/supervisory team.
- i. Make use of exception reporting to expose unusual patterns.
- j. As stated earlier, employees assigned to the money room shall be bonded and shall be dedicated to this function – bus operators shall not be used.

Revenue accounting and reconciliation requires the Contractor to do the following:

- a. Separate cash and checks for deposit from passes, cards, tickets, tokens, vouchers, coupons, and transfers.
- b. Prepare the daily deposit and makes such deposit with one business day of its preparation.
- c. Submit one copy of the daily bank deposit ticket to PRTC's Finance Department, along with the daily revenue report (see sample of report in the appendix) within one business day of making the deposit.
- d. Perform daily written reconciliation of revenue collected by bus by run with ridership information by bus by run. Material variances, as determined by PRTC, must be investigated by the Contractor. The format of the reconciliation must be reviewed and approved by PRTC. These daily written reconciliation must be available for review at PRTC's request.
- e. Handle MetroChek reimbursements.
- f. All money, MetroCheks, tokens and other fare media collected must be processed within one business day (processing includes bagging tokens for sale). The "MetroChek Voucher Reconciliation Form" must be submitted to WMATA within five (5) business days following the 15th and end of each month, unless otherwise directed by PRTC. PRTC's Finance Department must receive a copy of the completed MetroChek Voucher Reconciliation Form within one (1) business day of submission to WMATA. The completed Form and MetroCheks must be either hand-carried or sent by certified mail, return receipt to the appropriate location (currently, Eisenhower Ave. in Alexandria, VA), as specified by PRTC.

5.M.8 Farebox System - As discussed previously, PRTC expects to take delivery of GFI/Cubic Odyssey fareboxes in the spring of 2003. These fareboxes will accept SmartCards and cash but are not equipped with magnetics or printing capability (which reduces moving parts and maintenance-related issues). All public transit agencies through the DC area and Maryland will be able to accept the same SmartCards, which should drastically reduce the amount of cash handling. While most agencies are receiving exactly the same fareboxes, some are only purchasing a SmartCard reader that will interface with their existing farebox. At the onset of the Contract, the SmartCard capability will not likely be in operation. It is also possible that, should the schedule slip, the Contractor will begin operation using the existing Main manual farebox system. The Contractor is responsible for maintenance, regardless of system.

5.N Substance Abuse Testing

The Contractor must implement a written Drug and Alcohol Testing program that is in compliance with Federal Regulations: 49 CFR Parts 655 and 40 regarding Federal Transit Administration requirements. A general description of this program shall be submitted with the

proposal with the detailed program submitted to PRTC for approval at least 150 days before the first day of revenue service provision. This includes having written policies describing which employees are subject to testing, what types of testing will occur, which behavior is prohibited and the consequences of violating the policy. In addition, PRTC requires that the Contractor's policies and procedures provide for the following, over and above the current FTA requirements:

- No second chance policy, except as required by law
- Notification and releases regarding medications³

PRTC reserves the right to stipulate additional training requirements, including, but not limited to, retraining and re-certification.

The Contractor's Drug and Alcohol Testing Program must be project specific to the PRTC project. Corporate-wide policies that have been found to comply with FTA regulations may be used as long as they are first modified to be specific to the PRTC project. This includes identifying specific contact people, testing centers, resources, etc.

- a. Proper Licensing** – The Contractor must secure the services of a DHHS certified Testing Laboratory, use an Evidential Breath Testing device approved by the National Highway Traffic Safety Administration (NHTSA). The Contractor's Medical Review Officer (MRO), Blood-Alcohol Technician (BAT), and Substance Abuse Professional (SAP) must all be properly certified and licensed according to 49 CFR Part 40. Prior to the beginning of this Contract, the successful Contractor shall submit copies of all required licenses and certifications for these individuals, labs, and devices to PRTC. At any time should any of the individuals or firms listed above be changed, the Contractor shall immediately notify PRTC.
- b. Confidentiality** – To the extent permitted by law, PRTC's Executive Director, Director of Planning and Operations, and PRTC's Drug and Alcohol Program Manager should be documented in the Contractor's Policy to have access to test results and other documentation that the Contractor's Project Manager has access to. All confirmed positive drug and alcohol tests will be reported to the Drug and Alcohol Program Manager.
- c. PRTC Safety-Sensitive Employees** – PRTC's own safety-sensitive employees are covered under PRTC's adopted Drug and Alcohol Testing Policy and remain in a separate testing pool.

³ The use of any substance (legally prescribed drugs and non-prescription medications) which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor as soon as possible. In addition, the employee must obtain a written release from a physician releasing the person to perform their job duties any time they obtain a performance-enhancing prescription. This prescription or other written approval for the use of a drug in the course of medical treatment should include the patient's name, the name of the substance, quantity or amount to be taken, and the period of authorization.

- d. **Monitoring of Vendor Compliance-** In accordance with 49 CFR Part 655, PRTC has obligatory oversight of the Contractor's drug and alcohol policies and procedures. Quarterly review by PRTC's Program Manager will be conducted to determine vendor compliance with 49 CFR Part 655 and 49 CFR Part 40.

5.O Disadvantaged Business Enterprise (DBE) Participation

It is PRTC's policy to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities. A minimum goal of **10 percent** Disadvantaged Business Enterprise (DBE) participation has been established by PRTC for this project, but DBE participation is not an absolute requirement of this Contract. However, given that this Contract is, by far, the single largest awarded by PRTC, use of DBE firms is strongly encouraged. In any event, the DBE forms (Attachments D and E) must be completed whether there is DBE participation or not.

All DBE's to be counted toward the PRTC goal specified in this solicitation must be certified by the U.S. DOT, another federal agency using essentially the same definition and ownership and control criteria as DOT, or another recipient of DOT funds, the Washington Metropolitan Area Transit Authority, the Virginia Department of Transportation, the Virginia Department of Rail and Public Transportation, or Amtrak.

5.P Changes to Policies and Procedures

PRTC reserves the right to require reasonable changes to the Contractor's policies, procedures, formats, practices, etc. during the tenure of this Contract, including those requiring PRTC's approval in advance of beginning revenue service provision. It is understood that while most, if not all, such items must be developed prior to the first day of revenue service provision, it is not possible for either PRTC or the Contractor to have clear advance knowledge and understanding of all future conditions, and the Contractor should anticipate the need to make changes and adjustments.

5.Q Miscellaneous

5.Q.1 Roadeos and Other Transit Industry Events - PRTC highly encourages the Contractor to have operators, mechanics, and other staff participate in transit roadeos and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. PRTC operators have participated in roadeos the past four years. The agency will assist the Contractor both financially (direct costs, not labor) and with volunteers.

6. VEHICLE MAINTENANCE

6.A General Requirements

The Contractor shall maintain PRTC's vehicles in the highest state of repair and conform to the maintenance requirements listed below. Until recently, PRTC had the distinction of operating the oldest bus fleet in the Commonwealth of Virginia. Now, we have the youngest and are quite proud of the fleet and determined to maintain it in top condition so as to provide many years of high quality, dependable service. The maintenance program proposed should reflect sensitivity to this goal.

6.A.1 Vehicle Condition – All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and condition satisfactory to PRTC. The Contractor shall maintain all equipment in conformance with the manufacturer's specifications throughout the life of the Contract.

6.A.2 Warranty Work - The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee PRTC compliance with necessary warranty requirements. If the Contractor receives an unsatisfactory rating in regard to these standards, the Contractor shall notify PRTC immediately and state what is being done to correct the deficiency. Contractor shall track all warranty work in the MIS including parts and labor expended for warranty work performed on PRTC vehicles and components, within 30 days of completion. Contractor shall submit claims for reimbursement to the manufacturer/supplier. Contractor shall be responsible for defending claims and diligently pursuing claims that, in PRTC's, its agent's, or the Contractor's opinion are unjustifiably denied. PRTC may have its maintenance auditor review vehicle records to ensure warranty claims are being properly recorded, submitted, and defended. As described in the section on Incentives, PRTC will share proceeds of successfully pursued claims with the Contractor.

6.A.3 Variations and OEM - No variation or vehicle system modifications will be allowed without written authorization from the PRTC. Only original equipment manufacturer (OEM) parts and supplies may be used unless the Contractor submits a written request to the PRTC, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the Contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

6.B Applicable Codes and Regulations

All vehicles required to be utilized for this proposal shall be safe for operation on public streets and freeways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for a bus. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to this vehicle safety standard.

6.B.1 Inspections - Each vehicle is required to be inspected in accordance with local, state, and federal rules by the appropriate regulatory agency. PRTC shall be notified of inspections performed by any other governmental agency other than the PRTC. The results of those inspections shall be transmitted to the PRTC, and any applicable signed certification shall be displayed or carried on the vehicles. If a regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate and liquidated damages will be applied.

6.B.2 Quality Assurance and Audits – PRTC shall have immediate and unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Contractor’s facility for the duration of the Contract. PRTC shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the provisions hereof. Contractor shall, upon request by PRTC, immediately remove from operation any bus which is determined by PRTC to not be in compliance herewith and shall repair, clean or take any other actions reasonably requested by PRTC in order to cause such bus to be in compliance. Nothing in this provision or in any inspection or approval by PRTC of any bus shall relieve the Contractor of its obligation to maintain and operate each bus in strict compliance with the provisions hereof.

6.B.3 Permit and Fee Structure – All operators and vehicles operating in the Commonwealth of Virginia are subject to State fees, which should be included in the Contractor’s base price. Other vehicle licensing fees from other governmental entities for vehicles operated in this service will also be paid for by the Contractor. All vehicles must have applicable vehicle permits. The Contractor must also have all applicable City, County, and State business licenses.

6.C Fleet-Specific Maintenance Plan

The Contractor shall develop and implement a maintenance plan specific to PRTC vehicles and installed equipment that accounts for the type of vehicle, operating environment, and other factors unique to PRTC. It shall also take into consideration both PRTC’s and the Contractor’s maintenance goals and objectives. The plan must be consistent with manufacturers’ maintenance requirements, PRTC’s requirements, and all federal, state, and local, regulatory requirements and codes for preventive maintenance, repair, record-keeping, etc. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision. At a minimum, the plan shall include:

6.C.1 Preventive Maintenance Procedures - Periodic inspection and servicing checklists will be developed that conform at least to manufactures’ most severe service recommendations and generally-accepted best industry practices. The objectives of the preventive maintenance (PM) program will be the assurance that 1). vehicles safely operate to the next scheduled service without a failure and 2). vehicle service life is maximized. All minor deferred repairs will also be completed at this time. In addition, all maintenance work shall conform to, but not be limited to, the requirements of the manufacturers’ warranties. The PM program shall include fluid analyses including oil

and transmission fluid and, if requested, coolant. Fluid samples will be taken at each oil change interval and tested at a competent laboratory.

6.C.2 Preventive Maintenance of Heating and Air Conditioning and Wheelchair Lift Systems- The Contractor shall provide separate PM programs for the vehicle heating and air conditioning (HVAC) and wheelchair lift systems. Periodic inspection and servicing checklists will be developed that conform at least to manufactures' most severe service recommendations and generally accepted best industry practices. The Contractor shall describe by brand name and model number the refrigerant recycling system proposed and whether this system is currently in use by the Contractor or is yet to be purchased as a result of the award of this Contract. The Contractor shall properly maintain operating HVAC systems on all revenue vehicles at all times. No revenue vehicle shall be permitted to enter revenue service without a properly functioning heating or air-conditioning system and the Contractor shall be expected to make all reasonable efforts to change out a vehicle that experiences a malfunctioning heating or air-conditioning system while in revenue service.

During cool/cold service operation, the measured temperature anywhere within the interior of the bus will not be less than 65 degrees F. During warm/hot service operation, the interior vehicle temperature shall be no greater than 75 degrees F. These standards pertain, minimally, to vehicles at the start of revenue service. Additionally, with the exception of "extreme conditions" (e.g., frequent boardings and alightings over an extended stretch; extended periods when doors are left open due to heavy passenger boardings or wheelchair boardings), HVAC systems shall be maintained so that these standards are met throughout the provision of revenue service. Further, systems shall be maintained such that even under extreme conditions, they are capable of rapidly returning the vehicle temperature to one that is compliant with these standards.

6.C.3 Running Repairs – Procedures will be developed to assure that all repairs are completed in a timely manner. Those that are safety-related or could cause further damage will be repaired before that vehicle returns to service. Contractor shall cause all components of each bus including, but not limited to, its body, frame, furnishings, mechanical, electrical, hydraulic, or other systems to be maintained in proper working condition, free from damage and malfunction.

6.D Vehicle Damage

The Contractor shall repair all exterior and interior vehicle damage that occurs through the performance of this Contract. The Contractor shall institute repairs of any significant damage to vehicles prior to return to service in a reasonable time. All repairs made relative to vehicle damage shall be performed by competent repair facilities capable of restoring the damaged vehicles back to their original configuration, appearance, and structural integrity.

If the vehicles are damaged as a result of poor maintenance by the Contractor, then PRTC may choose to have all required vehicle repair performed by a company of PRTC's choosing and subsequently invoice the Contractor for the cost of repairs. This amount will be deducted from

current monies owed to the Contractor. In addition, the Contractor will be liable for relevant liquidated damage assessments.

6.E General Repairs

Contractor shall provide as required all general repairs to vehicles provided by this Contract. This includes replacement of items that are or appear to be worn out (such as seat covers).

6.F Responsibility

In no event shall PRTC be required to repair, replace, or maintain any bus. Contractor shall be fully responsible for all repair, maintenance, and replacement of all buses during the term of the Contract, including timely replacement of buses damaged beyond repair.

6.G Fuel

PRTC will be responsible for supplying all fuel for buses at the Transit Center site. PRTC shall not pay for, nor reimburse the Contractor for fuel purchased off-site or on-route unless emergency fueling is approved in advance by PRTC. Contractor shall be responsible for receiving, documenting, and reconciling fuel deliveries. PRTC's facility has two 15,000 gallon diesel storage tanks and one 6,000 gallon gasoline storage tank. **With completion of the proper fueling logs and within reasonable levels, PRTC will pay for fueling (diesel and/or gasoline) of Contractor-owned service vehicles regularly assigned to the PRTC project. For this reason, PRTC does not expect Offerors to include any fuel expenses in their cost proposal.**

6.H Parts, Lubricants, Supplies

Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all buses and service vehicles. **PRTC's facility provides a waste oil recovery and storage system including certain storage tanks and delivery lines. The Contractor is required to provide and pay for all oil and other fluids, including their delivery and removal/recovery services as required by federal, state, and local codes.** Once installed, tires, parts, and other supplies which are ordered for the operation and maintenance of PRTC vehicles will become PRTC assets.

6.H.1 Tires - The Contractor shall be responsible for providing tires for the transportation of all revenue vehicles without additional cost to PRTC. At the start of the Contract, the successful Contractor will have to purchase or lease tires for the entire fleet or assume the tire lease contract from the existing Contractor, Goodyear.

6.H.2 Inventories - The Contractor shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment. The Contractor-supplied parts inventory shall remain the property of the Contractor upon completion of the term of this Contract. Contractor shall submit a Parts and Warehousing Plan to PRTC for approval, including, at a minimum, loss prevention, shelf-life, and a critical items list. A general description of this program shall be

submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision.

6.I Painting of Vehicles

PRTC has a distinctively painted fleet of buses. In order to maintain this distinction, the Contractor will paint and/or affix decals to any buses operated under this Contract in accordance with PRTC standards.

6.J Required Servicing/Cleaning

The Contractor shall be responsible for regularly servicing and maintaining the cleanliness of all vehicles used in the provision of the service in order to provide a positive public image and appearance.

6.J.1 Servicing – On a daily basis, the Contractor shall service each vehicle used that day. Servicing includes, but is not limited to, fueling; checking engine oil, transmission fluid, and coolant levels; and reading/recording Hubometers.

6.J.2 Vehicle Exteriors - The exteriors shall be washed every day that the bus is placed into service as part of the normal end-of-the day bus servicing routine. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti. Contractor shall hand wash, at least weekly, any areas not adequately cleaned by the bus-washer, including wheels and rear of bus. Painted wheels shall be periodically repainted to maintain appearance. Brushed aluminum wheels shall be periodically cleaned to maintain appearance.

6.J.3 Vehicle Interiors - At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, dusted and spot-mopped once daily. Weekly, each vehicle shall be deep cleaned, which includes, but is not limited to ceiling, walls, floors, seats, operators' area and dash, ancillary equipment, farebox, and windows. Additionally, the Contractor will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each run. On a monthly basis, interiors shall be detailed. Annually, at a minimum, the inside headsign glass and inside of interior light fixtures shall be cleaned.

6.J.4 Interior Pest Control - The interior passenger compartment of each vehicle shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products, pest control products, and exhaust fumes emitted by the engine of such vehicle. The Contractor is expressly prohibited from using any pest control product, or application procedure for such product, that would be hazardous to the health and well being of the passengers and operator of such vehicle.

6.J.5 Graffiti - Contractor shall remove all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. If graffiti is etched or scratched into the

surface of the glass rather than paint, that piece of glass must be replaced as soon as possible. Replacement shall be no longer than one week unless parts are unavailable.

6.K Bus Engine/Powertrain Replacement

PRTC will pay only the cost of the replacement powertrain components themselves (i.e., engine, transmission, differential, and warranty) and will do so only under the following conditions. The Contractor shall furnish the labor for powertrain component replacement as an integral part of the Contract cost. Contractor will procure the components from factory-authorized dealers on a competitive basis, including minimum extended warranties of 5 years/300,000 miles for engines and 1 year/25,000 miles for transmissions, unless otherwise specified by PRTC. Contractor shall also pay for all accessories and parts (hoses, gaskets, wiring, brackets, clamps, alternators, pumps, etc.) that need to be or should be replaced at the same time that a component is being replaced. When replacing engines, the Contractor shall thoroughly clean and repaint the engine bay.

PRTC's payment responsibility for powertrain component replacement shall be limited to only those engines, transmissions, and differentials that fail and have accumulated over 300,000 miles. Any repairs after 300,000 miles that do not require powertrain component replacement (e.g., replacing heads, repairing a cylinder, etc.), shall be the Contractor's responsibility – should there be a dispute as to whether the component can be or should be repaired rather than replaced, PRTC or its agent will make the determination. At PRTC's discretion, Contractor shall replace powertrain components that have not yet failed. If PRTC or its agent determines that a powertrain component cannot be adequately repaired and needs replacing prior to 300,000 miles, the Contractor will do so at no cost (neither parts nor labor) to PRTC.

Replacement of components still under warranty will not be an expense that either PRTC or the Contractor is expected to bear, though the Contractor is obliged to seek recovery of any costs it incurs from the supplier. Under no circumstances shall PRTC pay for these repairs. Any costs recovered shall be shared between PRTC and the Contractor as described in the Warranty Work section.

Powertrain component replacements and repairs other than those listed above will be the Contractor's responsibility. All repairs and replacements shall be completed within two weeks of failure or request for replacement, unless otherwise approved.

6.L Modification and Repair of Destination Signs

The Contractor shall perform any required maintenance to ensure proper operation of all revenue vehicle destination signs. Note: all but 12 buses (nine (9) in the active fleet and three (3) contingency buses) have electronic destination signs (the 12 buses without electronic signs have manual roller curtains). All year 2000 and newer vehicles have TwinVision electronic signs. The 2002 MCIs have the LED version while Orions and Champions have flip-dots. The 1989 RTSs have Luminator signs. In the event of route changes that affect the destination sign readings, PRTC will modify the programming cards for TwinVision signs (or, at its discretion, require the operator to do so) and provide the updated cards to the Contractor to modify each

vehicle. For the Luminators, PRTC will specify the change in writing and the Contractor will revise the destination sign to reflect that change. Contractor will be responsible for equipment necessary to update these signs. Maintenance of, and modifications to, roller curtains will also be the Contractor's responsibility.

6.M Vehicle Status Board

The Contractor shall maintain a status board in the shop where vehicles are maintained. The format of the status board will be approved by PRTC. Contractor shall also implement a means of electronically communicating between maintenance and dispatch such that the real-time status of vehicles is known without physically checking the bus yard.

6.N PRTC Maintenance Auditing Program

During the term of the Contract, PRTC will utilize an independent maintenance auditor to provide expert review of the Contractor's maintenance practices and to audit the condition of PRTC's vehicles at time intervals no less than quarterly.

- a. Cooperation** - These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility, and also involve inspection of maintenance documentation and Contractor's procedures. Fluid analysis will be involved. The Contractor must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.
- b. Access to Reports** - PRTC intends for these audits to not only act as an independent monitoring of the Contractor's maintenance efforts, but also as a method for the Contractor to demonstrate constant improvement. Audit reports will be available to the Contractor and the consultants will provide follow-up meetings and suggestions.
- c. Fluid Analysis** – PRTC shall notify the Contractor at least 48 hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During this 48 hours, the Contractor must inform PRTC of any scheduled preventive maintenance on any bus which might affect the samples to be tested.
- d. Repairs** – Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor. Within 10 days after notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to PRTC for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit PRTC to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render a vehicle "deadlined" shall be repaired immediately.
- e. Protest** – In the event the Contractor disputes the independent auditor's findings, or believes for other reasons that PRTC should reimburse the Contractor for such repairs, the Contractor may seek PRTC's approval of a third party paid for by the Contractor and approved by PRTC, to provide a second opinion. With assistance from PRTC's auditor,

PRTC will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of PRTC shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

6.O Contingency Bus Maintenance

PRTC's fleet of contingency buses will be maintained so as to ensure immediate availability. Contractor shall submit a maintenance plan for these vehicles for PRTC's approval. Each bus shall have a current state inspection and, at minimum, a routine preventive maintenance servicing/inspection shall be performed every six (6) months.

6.P New Vehicles

The Contractor will provide input in the selection process for new vehicles as requested by PRTC, with PRTC retaining the exclusive right to decide, ultimately, what will be purchased. Contractor shall ensure that maintenance personnel are thoroughly trained/certified on all new vehicles and equipment prior to delivery so that reliance on outside assistance from manufacturers is minimized. All new vehicles will be inspected by the Contractor and accepted for revenue service when all safety and reliability defects have been corrected, and upon acceptance the Contractor shall assume complete responsibility for ensuing maintenance and repairs. Prior to acceptance, the Contractor shall ensure that vehicles slated for retirement are properly maintained so they can continue to be used in revenue service.

Contractor is responsible for installing new equipment or transferring existing equipment from old vehicles into new ones, including but not limited to radios and fareboxes. Cost of equipment acquisitions, licensing, permitting, etc. required for expansion reasons will be borne as an additional expense by PRTC.

6.Q Miscellaneous Work

The Contractor shall provide labor for miscellaneous maintenance-related activities such as installing brochure holders, relocating fareboxes, changing seat spacing, etc.

6.R PRTC Vehicle and Equipment Inventory and Reconciliation

Contractor must conduct regularly scheduled PRTC vehicle and equipment inventories and reconciliation. For vehicles this shall be a daily activity and for equipment, monthly. A written plan describing the process shall be submitted to PRTC for approval.

6.S Readyng Vehicles for Sale

Contractor shall thoroughly clean vehicles, replace broken parts, and perform other such work on vehicles that PRTC intends to sell or lease such that they are in prime condition for review. Painting of such items as wheels and removal of or painting/taping over of PRTC-specific

information (names, logos, phone numbers, etc.) shall also be included, as shall labor to move vehicles around to accommodate previews and sales. Additionally, Contractor shall remove license plates and any equipment PRTC does not intend to convey with the bus. Contractor shall also furnish maintenance records, descriptions of each vehicle, and written warranty information. Tires shall be provided that meet USDOT requirements.

6.T Maintenance Goals And Objectives

Contractor must establish, submit for PRTC approval, and track vehicle maintenance goals and objectives. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision. Examples include but are not limited to:

- Bus availability
- Absenteeism
- Worker's compensation claims
- On-premises accidents

Additionally, PRTC establishes the following goals and objectives:

- Mean Distance Between Failures (to be determined based on performance between July 1, 2002 and June 30, 2003)
- PM compliance – 100 percent within 10 percent of required mileage interval
- A/C operability measured at the point of pullout – 100 percent

7. FACILITY

7.A Facility Proper

PRTC provides an operations and maintenance facility at 14700 Potomac Mills Road, Woodbridge, Virginia where the Contractor will provide operations and maintenance services. The Contractor may assume to use this facility at a nominal lease of \$1.00 per year.

Contractor Areas include:

- a private office
- area for administrative staff
- a large bus operators' lounge
- training room
- storage closet
- revenue room
- eight-(8) bay maintenance facilities
 - two (2) hydraulic lifts
 - one (1) maintenance pit
 - one (1) steam cleaning bay/pit
- maintenance wing including various other mechanical offices and storage spaces
 - kitchenette/lunch room
 - male and female bathrooms
- bus yard (defined as the area inside the fence) including:
 - lot itself (with room for up to 100 buses plus PRTC and Contractor staff vehicles)
 - fuel island
 - bus washer
 - all, systems and equipment EXCEPT the back-up generator

Restroom facilities located on the 1st floor in the administrative section of the building are for joint PRTC, Contractor, and public use.

7.B Facility Assessment

PRTC shall furnish a facility condition assessment prior to the proposal submission date confirming current conditions and planned repairs of the facility, systems, and equipment that the Contractor will, following Contract award, be expected to maintain. Planned repairs will be an expense borne by parties other than the Contractor outside this Contract. The assessment and planned repairs shall constitute a preliminary baseline for future facility condition evaluations. PRTC and the incoming and outgoing Contractors shall conduct a walk-through inspection at the time of turnover to confirm whether conditions since the condition assessment was performed have changed, updating the preliminary baseline as necessary (the final baseline). PRTC shall also periodically reassess the facility condition during the life of the Contract to determine what repairs, if any, the Contractor needs to make to keep the facility in a state of good repair and timetables for same. The Contractor shall be bound by these determinations. See Section 8.I for details of the facility turnover process.

7.C Facility Maintenance

Wherever the term “regulation(s)” appears, the use of laws, acts, regulations, codes, ordinances, rules or standards of the U.S. Government, federal, state, county, regulatory commissions, or local governing bodies is implied. This shall include but not limited to (1) FTA; (2) OHSA; (3) EPA; (4) ADA, (5) National Electrical Code; (6) Fire, and (7) Safety. PRTC will turn over all of the aforementioned “Contractor Areas” to the Contractor. The facility is offered to the Contractor on an “as-is” basis with no planned additions, repairs or modifications intended by PRTC, unless otherwise specified in the aforementioned facility assessment.

All maintenance and repair to all aspects of the facility in the Contractor Areas, except for the HVAC, plumbing, and electrical systems, shall be the responsibility of the Contractor. Any modifications to the layout or functionality of the facilities by the Contractor need to be approved by PRTC prior to their implementation. Outside areas where goods, materials, excess property, or other items are stowed shall be neat, organized, and kept clean so as not to detract from the facility appearance. Damage repair or replacement made by the Contractor caused by Contractor employees whether accidental or otherwise will be consistent with current building hardware or architectural design unless authorized by PRTC.

Contractor will have access to all maintenance equipment and systems and must make themselves knowledgeable about their safe and responsible use. The Contractor is responsible for maintaining all of its facilities and systems in good working order, providing or otherwise arranging for preventive maintenance service, as is specified by manufacturers or is otherwise usual and customary for each specific element in accordance with regulations. Any repairs outside of warranties required to any facilities/systems, or equipment related to the maintenance of the vehicles shall be completed and paid for by the Contractor. PRTC will not allow any unintended use of any facilities to occur that may void outstanding warranties. Contractor must develop, submit for PRTC approval, and implement a facility maintenance program that addresses and is in compliance with the terms stated in this procurement document. A general description of this program shall be submitted with the proposal with the detailed program submitted to PRTC for approval at least 120 days before the first day of revenue service provision.

7.D Contractor Facility Programs

The Contractor shall be responsible for implementation and maintenance of facility programs within their domain including, but not limited to:

- Health and Safety
- Material Safety Data Sheets/System (MSDS)
- First Aid and CPR Training
- First Responder (on-scene incident – HAZMAT, fuel spills, etc.)
- Fire Bill (evacuation procedures, pull boxes and alarms, fire extinguisher locations)

- Others as mandated by regulations commensurate to the scope of their facility operation and maintenance responsibilities

All licensing, certifications, and training within these areas shall be initiated and maintained in accordance with current regulations by the Contractor.

7.E Audits/Inspections

Monthly audits/inspections shall be conducted by Contractor employees or as contracted for by a qualified firm on all secondary containment facilities. Records will be kept in accordance with current regulations. This is to include but may not be limited to portable wall tanks or other secondary containment wall systems and leak detectors, fuel or otherwise. An annual pressure test shall be conducted on all fuel tanks and ancillary equipment. A qualified firm shall accomplish this.

7.F Annual Fire/Safety Inspection/Fuel Storage Permit

A scheduled or unscheduled County fire and safety inspection will be conducted by the fire marshal to ensure that the facility is operating within existing regulations. This will include but is not limited to fuel storage tanks, fire extinguishers, and proper storage of gases and chemicals. Based on the results of this inspection, a facility permit will be issued or correctable violations cited. The Contractor shall bear the cost of this permit. Any violations shall cause the Contractor to take corrective action, within specified time period, rescheduling of inspection for those violations cited, so that permit may be issued. A copy of inspection report, cited violations, and permit will be forwarded to PRTC immediately upon receipt. Contractor shall provide for annual inspection of all fire extinguishers under their control.

7.G Oil Water Separator

The oil water separator shall be cleaned with waste being removed and disposed of in accordance with current regulations. A qualified firm shall accomplish this. Firm shall forward Contractor certified dump slips attesting to disposal procedures. The Contractor as required by regulations, will keep these on file.

7.H Hazardous/Non-Hazardous Waste

Hazardous (HAZMAT) or non-hazardous (Non-HAZMAT) waste (i.e., sludge collected from the oil water separator or steam cleaning pit on a daily, weekly, or Bi-weekly basis) shall be stowed in an appropriate container with proper labeling (e.g., date & disposal contractor). Disposal of materials will be effected as soon as practicable by a qualified firm in accordance with regulations. Dump slips will be forwarded to Contractor by firm and kept on file as required.

7.I Storage Areas

The Contractor, for safe storage of antifreeze, oil, batteries, etc., shall provide yard trailer and/or storage sheds approved for material contents. Explosion proof storage will be provided (e.g., batteries) where necessary as required by regulations. Site location for these on PRTC proper shall be as approved by PRTC.

7.J Bus Wash Recycle Tank

The bus wash recycle tank shall have approved disinfectant added on a weekly basis or after each pump-out of the recycle system. Pump-out shall occur a minimum of monthly or earlier if required.

7.K Storm Water Management System (SWMS)

PRTC'S SWMS consists of Delaware type sand filters located throughout the facility proper, a water detention cell, and associated inlet, outlets, and connecting drainage system pipes. Except for quarterly inspections, the Contractor will be responsible for the proper maintenance and repair of the SWMS portion located within the bus yard proper to include sand filters 6, 7, and 8, water detention cell, inlets, and curbing/gutters. A detailed description of the SWMS, including maintenance requirements, is contained in the appendix.

7.L Bus Yard Repairs and Maintenance

Bi-annually or more often, if needed, the Contractor shall provide for the resealing and re-stripping of the bus yard pavement. Surface stripping, paving, and resealing of sections of the bus yard pavement may be required based on deterioration as determined by PRTC. The Contractor will replace utility access covers and caps as damage occurs. Concrete expansion joints within the yard, or in and around the Contractors maintenance facility areas of responsibility, shall be inspected and properly repaired as deterioration occurs. Fencing around the bus yard damaged as a result of Contractor actions (e.g., buses running into fence) shall be repaired by the Contractor.

Note that the existing concrete pads in the fenced area of the yard have experienced premature failure and plans are proceeding to reconstruct them as necessary. This reconstructive work may not be completed prior to the start of Contract. In the event that this work postdates the start of the Contract, the Contractor's responsibility for maintaining the concrete pads in their unreconstructed state shall be confined to those efforts needed to avert further deterioration.

7.M Snow Removal

The Contractor shall be responsible for timely snow and ice removal and treatment including, but not limited to, the bus yard, employee parking lot, commuter lot, visitor parking, and all access drives and walkways. Concrete areas of the facility shall be treated with a non-corrosive material (i.e. Potassium Chloride). Salt or other forms of ice melt shall be dispersed in a manner

that will prevent burning on PRTC plants, trees, or other shrubbery. Sand shall not be spread in or near entranceways to the building that may cause damage or advanced deterioration of finished flooring or carpeting. Proper storage and incorporation of treatment materials into the Contractors MSDS system will be provided for by the Contractor.

7.N Fuel Deliveries

A Contractor employee shall be made available upon arrival and prior to departure of fuel delivery contractor to verify stick readings.

7.O Facility Security

Security at PRTC is based on a proprietary system of locks, keys, security alarm system, and video surveillance network. PRTC will control keys and codes for these systems. Key or code generation or duplication is performed by in-house maintenance personnel and is expressly forbidden by the Contractor or other sources. Requests for key or code issuance shall be submitted to PRTC. Changes, modifications or additions to these systems are solely the responsibility of PRTC. The Contractor shall be responsible for proper usage of keys and codes in their possession. PRTC is in the process of having a security alarm and video surveillance system installed.

7.P Contractor Facility and Operations Employees

Contractor employees shall be instructed on the proper use of the PRTC facility and its utilities to include parking, litter control, restroom, lounge, lunch facilities, administrative areas, and vending machines. Employees are expected not to litter on the grounds and within the facility building areas and to clean and pickup after themselves. Respect for restroom utilities (faucets, toilets, soap and towel dispensers, etc.) shall be observed by all employees. Parking for employees shall be restricted to the employee parking lot unless otherwise posted or allowed by PRTC. Vending machines are contracted for by PRTC for the use of all facility employees. As such the independent sale of items or goods within the PRTC proper is prohibited unless approved by PRTC. The Contractor will provide maintenance employees with slip-on shoe covers for use when entering the administrative section of the building to prevent oil or grease staining of floors or carpeting. All incidents related to these areas by Contractor employees shall be reported immediately to the Contractor Administration for resolution.

7.Q Parts, Tools, and Equipment

While most of the facility systems are in place for proper bus maintenance, the Contractor will be required to obtain all parts, tools, equipment required for their duties not identified on the PRTC inventory list. The Contractor will be required to obtain any additional maintenance equipment for the repair of PRTC buses. All equipment provided shall be new or refurbished in "as new" condition.

7.R Telephones

PRTC will install and maintain the telephone hardware required for this service, including the telephone computer network, server, voice mail, and intercom capability. PRTC will provide to the Contractor desk telephone units, as identified on the PRTC Asset Inventory List, that are compatible with PRTC's existing system. Repair or replacement of these units is the Contractor's responsibility. The Contractor is responsible for all of the Contractor's own telephone service charges including initial hook-up, local, and long-distance charges. The Contractor must arrange and maintain its own separate telephone number and billing arrangements. In any event, the Contractor will not require PRTC to incur telephone-related charges for any reason without PRTC's prior-written consent.

7.S Utilities

PRTC shall bear all of the facility utility costs.

7.T Cleaning

7.T.1 PRTC's Responsibilities – PRTC shall provide routine custodial services for reasonable cleaning of all facility restrooms, kitchen areas, and operator's lounge. PRTC shall also provide dumpster pick-up service. PRTC's grounds maintenance contractor shall provide trash and debris pickup for the commuter parking, passenger terminal, and employee parking areas.

7.T.2 Contractor Responsibilities - The Contractor shall maintain its assigned areas in neat and clean conditions and shall be responsible for daily pick-up of trash receptacles throughout its areas (except those mentioned in 7.T.1). The Contractor is responsible for non-routine cleaning, such as carpeting, windows, walls, etc. Shop floors shall be swept at least once a day, oil spills shall be cleaned immediately, and a floor cleaner shall be used at least weekly. The steam cleaning bay shall be cleaned at least weekly.

The Contractor is also responsible for cleaning the bus yard including spot cleaning and weekly scrubbing (to minimize buildup of oil and grease residue) with a heavy-duty scrubber (weather permitting). Annually, the Contractor shall contract a firm to conduct an entire cleansing of the bus yard to remove all dirt, oil, and grease buildup (this requirement may be waived at the discretion of PRTC if the bus yard is determined to be in a reasonable state of repair). Gutters and curbing will be kept free of storm water runoff materials. All other areas inside the fence shall be kept clean and clear of debris. Cleaning the area inside and around the vestibule by the bus operators' lounge, including disposing of cigarette butts, is also required. Any oil leak stains shall be removed from concrete and asphalt services in and outside of the building at least annually.

7.U Permits and Environmental Protection Agency (EPA) Number

The Contractor will be responsible for obtaining and complying with all required building, occupancy, and other governmental permits. The Contractor will obtain an EPA number as evidence they are and will continue to be in compliance with federal, state, and local regulations related to the use, storage ,and disposal of chemicals, gases, or solids or as otherwise specified in EPA and other applicable environmental regulations.

8. OBLIGATIONS AT END OF CONTRACT

8.A General

The Contractor selected as a result of this procurement shall cooperate with the PRTC to effect a smooth transition to the successor Contractor at the expiration of this Contract. The transition requirements listed below for the termination of this Contract (except for those items identified by the CAPITALIZED portions – Sections 8.B and 8.H.1) are also in place for the transition between PRTC’s existing contract with WMATA and the Contract which will be awarded as a result of this procurement. Requirements include, but not limited to, those listed below.

8.B Access

The Contractor shall provide the PRTC and any new service provider reasonable access to the operating facility and the PRTC revenue vehicles. **CONTRACTOR SHALL ENSURE THAT ADEQUATE INSURANCE IS PROVIDED BY THE INCOMING CONTRACTOR AND THAT USE OF VEHICLES DOES NOT PREVENT OPERATION OF CONTRACTUALLY-REQUIRED SERVICE.**

8.C Data

The Contractor shall share (to the extent permitted by law) with the new service provider wage, benefit, employee records and other relevant information relating to any Contractor employees who at any time engaged in providing the PRTC services.

8.D Documents

The Contractor shall provide the PRTC and the new service provider copies of all leases, permits, licenses, and other relevant documents.

8.E Substance Testing

The Contractor shall provide PRTC with all documents pertaining to FTA Drug and Alcohol requirements including a completed FTA Drug and Alcohol summary MIS report for its period of operations on the appropriate FTA form.

8.F Maintenance

The Contractor shall provide PRTC all records associated with the Contract including all FTA required maintenance documentation.

8.G Record Retention

At the expiration of this Contract, the Contractor shall furnish all records associated with the PRTC Contract to PRTC for PRTC’s retention in accordance with PRTC records retention policy.

8.H Vehicles

The Contractor shall return to the PRTC all PRTC vehicles in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Contract. The condition of the PRTC vehicles shall be determined by fleet inspections conducted by an independent maintenance auditor selected by the PRTC. The first of these inspections (hereinafter referred to as the “initial inspection”) shall be performed by PRTC’s auditor approximately three (3) months prior to the expiration of the Contract. A second inspection (hereinafter referred to as the “final inspection”) shall be performed by PRTC’s auditor on or around the expiration date of the Contract. The two (2) inspections shall be employed as described in the next pair of subsections.

8.H.1 Vehicle Turnover Inspection - The analysis of findings for turnover inspections will discern which, if any, of the defects or deficiencies cited can be considered “normal wear and tear.” In those instances when a defect or deficiency cited is a “border line” call, the auditor will be charged with proposing a fair and equitable solution. The auditor will be the sole arbiter in decisions relating to accountability for deferred maintenance and the auditor’s decisions will be binding. Auditor-provided information will include:

- a. Copies of the inspection procedures for each make and model vehicle, including blank copies of the approved checklist.
- b. Copies of the completed reports for each vehicle inspected showing which items passed, which failed, and which were borderline, with accompanying explanatory notes. Forms will be divided into functional categories including but not limited to:
 - Structural Frame/Chassis
 - Suspension
 - Engine
 - Transmission
 - Electrical Systems
 - Air System
 - Brake System
 - Climate Control
 - Interior Driver Controls
 - Interior Passenger Controls
 - Interior Condition
 - Exterior Body Condition
 - Tires
 - Lights
 - Engine Compartment
 - Accessibility Features
 - Farebox
 - Destination Signs

- Operating Tests
 - Maintenance Records
 - Fluid Samples
- c. Summarized list of defects found on each vehicle inspected, listed by functional category
 - d. A summary of the findings itemizing the common and recurring defects listed by the above functional categories, by vehicle model and year of manufacture.
 - e. The number of vehicles that share the same defect.
 - f. Defects will be rank-ordered from the most extensive to the least extensive and prioritized by recommended repair urgency. The analysis will also include discussion of the severity or detrimental impact that these defects pose in terms of safety, comfort and convenience, structural integrity, life expectancy of the engine, transmission or other major components and subsystems including fuel economy or other associated repair costs.
 - g. Repair cost estimates for each vehicle, broken down by parts cost, labor hours, labor rates, and total estimated repair cost. These estimates will be used to facilitate a clean handoff from the incumbent maintenance contractor to the successor Contractor whereby the incoming operator assumes full responsibility for maintenance and repair of all vehicles at the time the fleet is transitioned.
 - h. As part of the final inspection, digital photos will be taken of all body and interior damage for easy review, corrective actions, and historical record.

The Contractor at its sole cost and expense shall perform repairs identified in the initial inspection, or the Contractor shall, with PRTC concurrence, pay to the PRTC the sums set forth in the inspection report for such repairs. The Contractor shall notify the PRTC within 30 days of the date it receives the auditor's report whether it intends to complete the repair work itself or whether it intends to pay the PRTC for the cost of said work. In the event the Contractor elects to do the work itself, the Contractor shall, within five (5) days of such election, post a letter of credit or other security acceptable to PRTC in an amount equal to the estimated repair costs, to be payable to PRTC if the repairs are not completed by the conclusion of the Contract. In the event the Contractor elects to pay PRTC for the cost of the repairs, the Contractor shall do so in full within five (5) days of such election.

The parties together with the auditor shall conduct a final inspection of PRTC vehicles on or about the date the Contract expires to determine that the repair work required to be performed pursuant to the initial inspection report is in fact complete AND TO IDENTIFY ANY ADDITIONAL REPAIRS NEEDED TO BE MADE THAT AROSE OR WERE OTHERWISE IDENTIFIED SINCE THE INITIAL INSPECTION WAS COMPLETED. If the Contractor elects to complete the repair work itself and any repair work remains incomplete as of the date the PRTC vehicles are returned to the PRTC, then the Contractor

shall pay to the PRTC on that date an amount equal to the cost of the remaining repair work as determined by the auditor or PRTC shall use the security posted by the Contractor. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY VEHICLE LEASE COSTS INCURRED BY THE INCOMING CONTRACTOR IN THE EVENT THAT REPAIRS CANNOT BE MADE WITHIN THE SPECIFIED 60 DAY TIMEFRAME WHILE MAINTAINING REQUIRED SERVICE LEVELS.

Provided the Contractor either posts security acceptable to PRTC or pays to the PRTC any payments required to complete the repair work as stated in this subparagraph, the PRTC shall not withhold or deduct any sums otherwise due to the Contractor pursuant to the invoices rendered by it for services completed up to and including the date the Contract terminates, and all such invoices shall be paid in accordance with the Contract.

8.H.2 Vehicle Repairs from Existing Contract – Should there be any outstanding maintenance work (deferred) left over from PRTC’s existing contract, PRTC shall pay the Contractor the auditor’s estimated amount to make such repairs. Payment shall be made upon presentation of documented evidence that such repairs have, in fact, been completed. The Contractor shall provide PRTC a written timeline, no longer than 60 days, outlining the completion schedule for such work within 10 days of Contract initiation. Any of this deferred maintenance work remaining uncompleted after the approved schedule shall be considered the responsibility of the new Contractor who will be accountable for its repair at the Contractor’s sole cost.

8.I Facility Turnover

PRTC shall assess the facility condition near the end of this Contract to determine what repairs, if any, the Contractor needs to make to return the facility, systems, and equipment to a state of good repair and timetables for same. The outgoing contractor will generally not be responsible for normal wear-and-tear items, such as painting, carpet cleaning, etc. The assessment will largely be limited to major systems and equipment that are the responsibility of the outgoing contractor to maintain and repair. PRTC, the incoming and outgoing Contractors, and PRTC’s facility auditor shall also conduct a walk-through inspection at the time of turnover to confirm whether conditions since the condition assessment was performed have changed, and whether identified repairs and/or replacements have been made satisfactorily, updating the assessment as necessary. This assessment will serve as the baseline for the incoming Contractor. The incoming Contractor shall be bound by these determinations. Should, during the final walk-through assessment, there be repairs/replacements which, in the opinion of PRTC and/or its facility auditor, still need to be made and, by necessity must be done after the outgoing contractor’s contract has expired, such repairs shall be made as follows:

- the incoming Contractor shall become responsible for all aspects of effecting the repairs and/or replacements within a 30 day period (unless extended by PRTC);
- the cost of such repairs and/or replacements shall be estimated by PRTC’s facility auditor and such funds shall be withheld from the outgoing contractor’s final invoice(s), plus contingency;
- the incoming Contractor shall competitively procure the repairs and/or replacements in an attempt to limit costs to the estimate provided by PRTC’s auditor while providing a high quality product. Should repairs cost more than funds withheld from the outgoing contractor, the incoming Contractor shall receive approval from PRTC prior to proceeding with the work. Should PRTC-authorized repairs exceed funds withheld, PRTC shall be responsible for paying the difference; and
- the baseline facility condition assessment will be updated to reflect repairs and/or replacements, the end result being a final baseline facility condition assessment.

9. INCENTIVES AND LIQUIDATED DAMAGES PROGRAM

9.A Incentive Program

As PRTC's goal is to develop a true partnership relationship with the Contract operator in an effort to provide high quality service, the Contractor shall be eligible to earn significant monetary incentives by exceeding benchmarks as discussed in this section. The presence of these incentives is a tangible expression of PRTC's desire for quality improvement and willingness to pay for it. PRTC will be favorably disposed to Offeror's proposals that call for a sharing of incentive rewards with the Contractor's employees as a motivational tool for the whole workforce.

Unless otherwise stated, incentives will be calculated on an annual basis. The first incentive will be based on the Contractor's performance between January 1, 2004 and December 31, 2004 and will be compared to the former Contractor's performance for its last 12 months of operation (the six (6) month gap between the end of the contract now in force and the beginning of the year for which the first year incentive applies, is deliberate to allow time for the new Contractor to become completely acclimatized). Subsequent years will be based on the Contractor's own performance for each calendar year completed compared to the prior calendar year. Earned incentive payments shall be payable to the Contractor in the second half of each calendar year for budgeting reasons. The Contractor will be required to maintain and submit appropriate and verifiable records to document performance.

A summary of the incentive provisions appears in the table that follows and each of the provisions is then discussed in further detail thereafter.

Summary of Contract Operator Incentive Provisions

Incentive Element	How Earned	Amount	Motivation
Smooth Transition	Subjective PRTC evaluation of performance from contract award through first 3 months of operation	Up to \$50,000	Smooth, seamless transition
Farebox Revenue Sharing	Actual annual farebox revenue received exceeds the farebox revenue budget	25% of excess	Increased ridership and revenue
Operator Turnover	Achieving annual turnover rate of 20% or less	\$100,000 to \$200,000 (interpolated and increased by CPI)	Satisfied, motivated workforce "team"
Service Quality Improvements	Improvement in passenger "excellent" responses to overall service quality survey question for each service type (OmniRide and OmniLink)	- \$5,000 for 5-10% improvement - \$10,000 for 10 – 20% - \$25,000 for 20+%	Happy customers
Mean Distance Between Failures	Increases in annual measure of distance between vehicle breakdowns for each vehicle type (heavy duty and medium duty)	- \$5,000 for 5-10% increase - \$10,000 for 10 – 20% - \$25,000 for 20+%	Dependable, safe vehicles
Complaints	Decrease in annual complaints rate for each service type (OmniRide and OmniLink)	- \$5,000 for 5-10% reduction - \$10,000 for 10 – 20% - \$25,000 for 20+%	Happy customers
Accidents	Decrease in annual accident rate	- \$5,000 for 5-10% reduction - \$10,000 for 10 – 20% - \$25,000 for 20+%	Safe service
Vehicle Warranty Claims	Value of successfully pursued warranty claims	1/3 of value successfully pursued warranty claims	Cost reduction
Improved Performance	Reimbursement of difference when current quarter dollar value of assessed damages is lower than the previous quarter, Year-end reimbursement of up to 50% of remaining withheld damages based on PRTC evaluation	Varies	Improvement
TOTAL POSSIBLE INCENTIVE PAYMENTS*		\$325,000 per year*	

*** Exclusive of Smooth Transition (one-time), Farebox Revenue Sharing, Vehicle Warranty Claims, and Service Quality Improvements (approximate bi-annual survey).**

9.A.1 Smooth Transition - The Contractor will be entitled to earn as much as \$50,000 as an incentive to effect a smooth, seamless transition from the exiting contract operation to the contract operation that is the subject of this RFP. Payment of this incentive will be based solely upon PRTC's objective evaluation of the Contractor's performance, including good-faith efforts. Assessment of whether the incentive payment is warranted shall be based on the performance ending three (3) months after commencement of operation (PRTC may, at its sole discretion, extend the period beyond three (3) months).

9.A.2 Farebox Revenue Sharing - PRTC has developed a farebox revenue incentive program to establish the Contractor as a full partner in providing bus service. The incentive program has been conceived as a way of motivating the Contractor (and PRTC's own staff, which has a separate but commonly formulated incentive program) to strive for better service quality, increased ridership, and increased passenger revenue. The farebox revenue incentive program will work as follows:

The incentive program will be on a fiscal year basis (July 1 – June 30). For each fiscal year, PRTC, at its sole discretion, will establish a "farebox revenue budget" for the year that will serve as a benchmark for measuring favorable variances. This will happen as part of PRTC's annual budget preparation process, which typically concludes with a Board action to adopt it in May of the preceding fiscal year. The "farebox revenue budget" will not be official until the PRTC Board adopts the overall PRTC budget.

The Contractor will be entitled to 25% of the actual farebox revenue received in excess of the "farebox revenue budget". Payment will be made in September following the end of the fiscal year (e.g., FY04's incentive program would run from 7/1/03 – 6/30/04 and would be payable in the September 2004 timeframe).

9.A.3 Operator Turnover – The Contractor is eligible to earn incentives for maintaining low operator turnover. PRTC strongly believes that a satisfied, motivated workforce is at the heart of providing high quality service. Appropriate wages, benefits, incentives, and a positive work environment will allow the Contractor to minimize turnover and keep training and hiring costs low. An incentive payment of as much as \$200,000⁴ at the end of each Contract year will be payable for confining annual operator turnover using the following methodology: the incentive shall be payable for turnover rates of 20 percent per year or lower, and shall amount to not less than \$100,000 (for a turnover rate of 20 percent) nor more than \$200,000 (for a turnover rate of 10 percent or lower). Turnover rates between 10 and 20 percent shall result in an incentive payment interpolated between \$100,000 and \$200,000 per year (e.g., a turnover rate of 15 percent shall result in a payment of \$150,000). Turnover is defined as operators who voluntarily leave PRTC; operators who leave PRTC involuntarily shall not be counted in the calculation.

⁴ The incentive rate will be increased annually based on the *Washington-Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)*, as published by the U. S. Department of Labor. The cost escalation factor will be based on the changes in the above-mentioned index calculated beginning from January 1, 2003 and determined annually thereafter as of January 1.

9.A.4 Service Quality Improvements – PRTC will periodically (generally once every two years) conduct passenger surveys, one aspect of which will be to assess perceived service quality levels. Improvements of five to 10 percentage points over the prior survey in the “A” (Excellent) category in response to the overall quality question, will result in \$5,000 incentive per service type surveyed (currently there are two (2) service types – OmniLink and OmniRide). An improvement of between 10 and 20 percent will result in a \$10,000 incentive per service type surveyed. Increases of over 20 percent will result in an incentive of \$25,000 per service type surveyed. For example, the last OmniLink survey had a 26 percent “A” rating for overall quality. If the survey under the new Contractor achieves a 33 percent “A” rating, this amounts to a seven percent increase, resulting in a \$5,000 incentive.

9.A.5 Mean Distance Between Failures – Exceeding the prior year’s MDBF annual rate by between five and 10 percent will result in an incentive of \$5,000 per year, per major vehicle type (currently there are two (2) vehicle types – local and commuter fleets). Exceeding the rate by between 10 and 20 percent will result in an incentive of \$10,000 per year per major vehicle type. Exceeding the rate by more than 20 percent will result in an incentive of \$25,000 per year per major vehicle type. For example, if the prior year’s annual rate for commuter buses was 17,500 miles, current year MDBF miles of 18,750 would be a 7.1 percent increase and yield a \$5,000 incentive payment.

9.A.6 Complaints – If complaints fall below the rate for the prior year by between five and 10 percent, PRTC will pay an incentive of \$5,000, per major service type (currently two – OmniLink and OmniRide). Dropping below the rate by between 10 and 20 percent will result in an incentive of \$10,000 per major service type. Dropping below the rate by more than 20 percent will result in an incentive of \$25,000 per major service type. For example, if the prior year’s rate for OmniLink was 12 complaints per 10,000 passenger, a current year rate of 10.5 would be a reduction of 12.5 percent and yield a \$10,000 incentive payment.

9.A.7 Accidents – If accidents fall below the rate for the prior year by between five and 10 percent, PRTC will pay an incentive of \$5,000. Dropping below the prior year by between 10 and 20 percent will result in an incentive of \$10,000. Reductions of more than 20 percent will result in an incentive of \$25,000. For example, if the prior year had a preventable accidents rate of 2.5 per 100,000 miles, a current year actual rate of 1.9 would be a reduction of 24 percent and yield a \$25,000 incentive payment. Accidents include vehicle collisions with at least \$500 damage to a vehicle or property and passenger accidents which result in any personal injury.

9.A.8 Vehicle Warranty Claims - As an incentive to vigorously pursue warranty claims associated with vehicle repairs, the Contractor shall receive 1/3 of funds recovered from successfully pursued warranty claims.

9.A.9 Improved Performance – As described in the next section, the Contractor can earn-back liquidated damages for improved performance.

9.B Liquidated Damages Program

PRTC shall monitor its bus services in order to assess the performance of the Contractor in delivering the service and managing factors that affect performance which are within the Contractor's control. The monitoring activities shall include but not be limited to safety, training, vehicle cleanliness, schedule adherence, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and operator performance. PRTC currently employs a quality assurance staff consisting of 3.5 full-time equivalent staff members but reserves the right to change both the number of staff and their monitoring duties as it sees fit.

PRTC shall maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. **The intent of this program is to ensure high quality service, not to reduce PRTC's costs.** It is intended to be confined to liquidated damages assessed only for those circumstances in which the Contractor is culpable for the lapse.

While damage amounts for defined lapses are specified, **PRTC reserves the right to levy higher damages than those specified for chronic or recurring lapses, with prior notification so the Contractor is "on notice."**

Should liquidated damages be assessed, the Contractor, through subsequent service improvements, can earn back a large portion of any assessments. NOTE: With the exception of inadequate staffing infractions, liquidated damages shall be waived for the first 30 days of in-service operation, assuming the Contractor has made a good faith effort to effect a smooth transition and start-up.

9.B.1 Waiving Damages - PRTC reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure to assess liquidated damages in any circumstance does not negate or abridge PRTC's right to assess such damages in the future for the same infraction or infractions of the Contract for which PRTC previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy which PRTC may have for any damages which PRTC may incur in consequence of the failure of the Contractor to perform in accordance with Contract specifications.

9.B.2 Earn-back of Liquidated Damages – In the event liquidated damages are imposed by the PRTC, then the Contractor shall have the right to recover any sums assessed against it as liquidated damages by demonstrating either:

- a. Incorrect Assessment** - That the Contractor had met the applicable service standard and/or that the service had been delivered in accordance with the Contract.
- b. Beyond Contractor's Control** – That the event which resulted in a Liquidated Damage was caused by or attributable to mitigating circumstances beyond the Contractor's control. The Contractor shall not be held responsible for failure to provide on-time service due to accidents, unusual weather or traffic conditions, unavoidable vehicle malfunctions (such as flat tires due to unavoidable road hazards),

or naturally occurring disasters, if sufficient documentation is provided to PRTC. The foregoing does not, however, relieve the Contractor of the responsibility of implementing a contingency plan to minimize or mitigate negative impacts.

- c. Improved Performance Incentive Program** –The Contractor shall have the right to recover or earn back liquidated damages assessed against it by the PRTC by “improved performance” as that term applies in the following incentive program:
- i.** PRTC will perform monitoring efforts to ensure compliance with Contract provisions. The PRTC Quality Assurance Department will identify and assess liquidated damages based on monitoring, operation reports, and passenger complaints and attempt to notify the Contractor of identified infractions by the close of the following business day. The Contractor may, dispute the assessment of such damages within three business days of PRTC’s notification of intended assessment. Such disputes must be submitted in writing in accordance with the principles in 9.B.1 or 9.B.2 above. PRTC shall include the original assessment, Contractor’s dispute (if any), and PRTC’s response (no change, reduced damages, eliminated damages) as an attachment to the monthly Contractor payment, from which such monies shall be deducted..
 - ii.** After each quarter (three months), PRTC will sum the total dollar amount of assessed liquidated damages across all categories for the quarter.
 - iii.** Starting with the second quarter of each PRTC fiscal year⁵PRTC will compare the quarter’s total dollar amount of assessed liquidated damages to the assessed amount in the previous quarter. In the event the dollar value of assessed damages was lower than the previous quarter, PRTC will reimburse the Contractor for the difference between the two quarters. This reimbursement shall constitute the improved performance incentive. PRTC shall not reimburse for subsequent quarterly improvements beyond one prior quarter.
 - iv.** At the end of each fiscal year (typically in July), PRTC will provide an “Annual Performance Review” of the Contractor to subjectively assess the Contractor’s change in performance and actions taken to improve service quality and Contractual compliance. Based on this review, PRTC reserves the right to reimburse the Contractor up to 50% of the remaining withheld liquidated damages for the prior fiscal year.

9.B.3 Concerns - PRTC shall cooperate with the Contractor to fully explore any concerns regarding service and performance standards. In its evaluation of liquidated damage assessment, PRTC will consider the Contractor’s efforts to complete the following:

⁵ In year 1, though liquidated damages will not be assessed for the first month of operation (assuming good faith start-up), the value of damages that would have been levied in the first month will be accumulated along with months two and three for the purposes of calculating the second quarter earn-back privilege.

1. **Correction Plans** – The Contractor may complete written plans for corrective action. Deadlines for corrective action will be established based on what is considered by PRTC to be an acceptable amount of time.
2. **Dispute** -In the event of a dispute over the assessment of liquidated damages, any amount of the monthly billing not in dispute shall be made according to normal payment terms.

NOTWITHSTANDING THE FOREGOING, THE PRTC MAY IMPOSE LIQUIDATED DAMAGES ON THE FOLLOWING BASIS:

Liquidated Damage assessments will generally be made based upon either one (1) PRTC staff or agent observation, or two (2) reports/complaints regarding the same infraction by riders or the general public.

9.B.4 Service Delivery Infractions

The Contractor shall strive to maintain on-time performance and every reasonable effort is expected to be made by the Contractor to operate all service on schedule. Operational difficulties that result in missed trips or vehicles not operating as required by the RFP must be reported immediately to PRTC.

PRTC understands that, with the OmniRide commuter service, the Contractor often has little control over the variable traffic conditions (especially in DC and Arlington). With the OmniLink local service, PRTC controls the scheduling of deviation requests, removing some of the Contractor's responsibility for mid-run lateness. Accordingly, PRTC will focus schedule adherence monitoring efforts on the following:

- Beginning routes/runs on time.
- Not leaving scheduled stops (pick up points) early.

However, for all services liquidated damages will be assessed for other schedule adherence performance failures due to:

- Operators being inadequately trained (resulting in unnecessarily slow operation or getting lost)
- Vehicles being improperly maintained (resulting in breakdowns).
- Vehicles being refueled while in service.
- Relief operator tardiness.

Please note that PRTC uses the Atomic Clock as its official service time. All Contractor and PRTC personnel are responsible for synchronizing time-keeping equipment to this source at least one time per day.

Liquidated damages shall be imposed if the Contractor does not meet the following general schedule adherence standards:

- a. **Early Trip** - If a service trip departs more than one minute in advance of the scheduled departure time at any designated OmniLink time point or deviation pickup (unless passenger(s) have already boarded), or any scheduled OmniRide bus stop (boarding locations only, unless otherwise specified by PRTC, e.g., Metro Direct and Cross County), the liquidated damages shall be five hundred dollars (\$500) per occurrence.
- b. **Late Trip >5 Minutes, <15 Minutes** - If a service trip departs more than five (5) minutes, but less than fifteen (15) minutes following the scheduled departure time at any designated time point or the bus storage yard, the liquidated damages shall be one hundred dollars (\$100) per occurrence.
- c. **Late Trip >15 Minutes** - If a service trip departs more than fifteen (15) minutes following the scheduled departure time at any designated time point or the bus storage yard the liquidated damages shall be two hundred dollars (\$200) per occurrence.
- d. **Missed Trip** - If the Contractor fails to operate a trip, liquidated damages will be assessed in the amount of five hundred dollars (\$500) per occurrence. The scheduled revenue hour time for that trip will also be deducted and not paid to the Contractor. Missed deviations are included in this category. In such instances where the operator fails to service a deviation, the deviation must still be performed and must be done so as quickly as possible as directed by Dispatch to minimize the negative impact on existing operations (i.e., making other services late). Dispatch shall seek vehicle and operator resources from the Contractor to address missed trips and, depending upon the availability and timeliness of these resources, the liquidated damage assessment may be reduced by PRTC to as little as two hundred fifty dollars (\$250) per occurrence. Liquidated damages for missed deviations when passengers prefer not to wait for the alternate arranged service or who are no longer waiting at the deviation location when the alternate arranged service arrives will remain five hundred dollars(\$500).
- e. **Passed/Combined Trips** – If a service trip arrives at start point after the trip it is scheduled to precede (passed trip), or if a trip is combined into another as the result of a breakdown, accident, etc. within the Contractor’s control (combined trip), such trip will be deemed not to have occurred and will be considered a **Missed Trip** and the five hundred dollar (\$500) liquidated damage and deduction of revenue hour time will apply.
- f. **Missed Trips Due to Failure to Meet Vehicle Pull-out Requirements-** If a **Missed Trip** is found to be due to the unavailability of vehicles, an additional liquidated damage of two-hundred fifty dollars (\$250) will be assessed, in addition to the five-hundred (\$500) described in (d) above.
- g. **Missed Trips Due to Failure to Meet Operator Pull-out Requirements-** In the event a **Missed Trip** is found to be due to the failure to provide enough trained, regularly assigned operators, extra board operators, or provide enough other personnel to serve as substitute operators, and this results in the Contractor being unable to meet the operator pull-out requirement for scheduled service, an additional liquidated damage of two-

hundred fifty dollars (\$250) will be assessed, in addition to the five-hundred (\$500) described in (d) above.

- h. Use of Supervisory Personnel to Cover Trips** - If the Contractor is able to meet the pull-out requirement, but is required to assign supervisory, maintenance or other personnel as substitute operators, liquidated damage of three hundred dollars (\$300) will be assessed.
- i. Failure to Provide Emergency Resources** - Failure by the Contractor to make a good faith effort in timely manner to respond to emergency situations by supplying necessary resources will result in a liquidated damage assessment of between five hundred dollars (\$500) and five thousand dollars (\$5,000), depending upon the gravity of the situation.
- j. Incomplete Trips** - If a service trip is not completed in its entirety, the trip shall be considered a **Missed Trip**.
- k. Replacement Vehicle/Operator** - If a replacement vehicle and/or operator as required has not departed within 15 minutes of a request of the dispatcher, a liquidated damage of five hundred dollars five hundred dollars (\$500) will be assessed.
- l. Avoidable Accidents** – Contractor employees charged with avoidable accidents will result in a liquidated damage of five hundred dollars (\$500) for the first occurrence and one thousand dollars (\$1,000) for subsequent occurrences for the same individual.
- m. Strategic Vehicles and Operators** – Failure to have strategic vehicles and operators as specified shall result in a liquidated damage of five hundred dollars (\$500) per occurrence. Other liquidated damages associated with this infraction may also apply (e.g., missed trip).
- n. Late Relief** – When an operator taking over a route/run from a current operator is not at the designated relief point and ready to assume transfer of vehicle, passengers, paperwork, radio, etc. at the prescribed time, the liquidated damage shall be seventy dollars (\$75) per occurrence, regardless of whether the operator *being* relieved is on time. Should the relief operator be more than five (5) minutes late in arriving or otherwise being ready to make such transfer, the infraction and associated liquidated damages shall be as described elsewhere in this section. Failure of the operator being relieved to continue operating the route when relief is late is subject to an additional seventy dollars (\$75) liquidated damage.
- o. Communication** – Failure of an operator to properly communicate required information to the dispatcher, supervisors, passengers, etc. will result in liquidated damages of fifty dollars (\$50) per occurrence, unless it is determined that such failure is the result of inadequate or improper training, in which case the infraction shall be considered an Operator Training infraction. Examples of communications include but are not limited to making stop announcements, timely and appropriate communication with dispatch, etc.

- p. Unattended/Unsecured/Unauthorized Use Of Vehicle** – If Contractor personnel leave a PRTC vehicle unattended or unsecured without prior authorization, liquidated damages will be assessed in the amount of five hundred dollars (\$500) per occurrence. Any unauthorized use of PRTC vehicles shall result in a liquidated damage in the amount of five hundred dollars (\$500) per occurrence.
- q. Pre-Trip Inspection** – Failure to properly perform and document pre-trip inspections shall result in a liquidated damages assessment of no less than two hundred-fifty dollars (\$250) per vehicle per occurrence.

9.B.5 Personnel/Duties Infractions

- a. Uniforms/appearance** - If any Contractor employee fails to comply with the PRTC's uniform and appearance requirements, the liquidated damages will be fifty dollars (\$50) per occurrence.
- b. Fare Collection** - If any Contractor employee fails to collect the correct fare, does not correctly record the fare collected, or otherwise fails to follow proper fare collection procedures, the liquidated damages will be fifty dollars (\$50) per occurrence. Liquidated damages for incorrect fare collection may only be invoked on the second or later documented occurrence with any one operator.
- c. Proper Destination Signs** – For failing to show the proper vehicle message sign(s), including front, side, and rear signs, the liquidated damages will be one-hundred and fifty dollars (\$150) per occurrence.
- d. Operator Unsafe Operation of Vehicles** - Unsafe operation of a vehicle will result in five hundred dollars (\$500) in liquidated damages per occurrence.
- e. Seat Notice Distribution/Posting and Schedule Stocking** – Failure to post or distribute seat notices, stock schedules, or remove out-of-date materials, in accordance with PRTC procedures, shall result in a liquidated damage of fifty dollars (\$50) per vehicle per occurrence.
- f. Operator Training/Records** – If the Contractor uses inadequately or improperly trained vehicle operators in revenue service (except during training when accompanied by a supervisor or trainer) a liquidated damage assessment of five hundred dollars (\$500) shall be imposed per occurrence. Failure to initially check or monitor vehicle operators' driving records or using vehicle operators with unacceptable driving records in revenue service shall also result in liquidated damages of five hundred dollars (\$500) per occurrence.
- g. Inadequate Management/Administrative Staffing** – Contractor is responsible for maintaining key personnel and notifying PRTC of any absences or vacancies. Failure to have fully-trained key personnel on staff at PRTC at the initiation of the project (July 1,

2003), or otherwise follow Contractual requirements will result in a liquidated damage of five hundred dollars (\$500) per day.

- h. Rudeness** – Rude, or otherwise unprofessional, behavior on the part of Contractor employees shall result in a liquidated damage of one hundred dollars (\$100) per occurrence.
- i. Responding to Customer Queries** – Failure to make at least a good-faith effort toward responding to customer queries will result in a liquidated damage of fifty dollars (\$50) per occurrence.
- j. Failure To Comply With Established Standard Operating Procedures (SOP) or Perform Required Duties** – Failure of Contract employees to comply with established SOPs not otherwise dealt with in this section, or otherwise perform required duties, will result in a liquidated damage of no less than fifty dollars (\$50) per occurrence.

9.B.6 Reporting Infractions

- a. Late/Inaccurate Reports** - If the Contractor fails to comply with the PRTC's reporting requirements either by submitting reports after the due date and time or by submitting inaccurate reports, the liquidated damages will be one hundred dollars (\$100) for each day the report is overdue. This infraction also includes fare processing and reporting as well as the monthly invoice.
- b. Accident/Incident Reporting** - If Contractor fails to report an accident or incident according to PRTC requirements the liquidated damages will be two hundred and fifty dollars (\$250) for each occurrence.

9.B.7 Maintenance Infractions

Observation of vehicle maintenance-related infractions may be made by PRTC staff, PRTC's agent, a regulatory/inspection agency, or two (2) passenger complaints.

- a. Vehicle Cleaning** - If any vehicle fails to comply with the requirements regarding vehicle cleaning, PRTC may remove the vehicle from service immediately without limiting the Contractor's service obligations and liquidated damages will be one hundred fifty dollars (\$150) per occurrence. Severe infractions will qualify for deficient vehicle condition liquidated damages.
- b. Preventive Maintenance Intervals** – Preventive maintenance shall be performed according to Contractor's preventive maintenance program submitted with the RFP, which must be approved by PRTC prior to start of the Contract. Failure to complete preventive maintenance at the approved intervals shall result in a liquidated damage of five hundred dollars (\$500) per occurrence and a fifty dollar (\$50) liquidated damage for each day the maintenance is overdue.

- c. Vehicles Taken Out of Service**– The Contractor shall meet or exceed the standards set forth for the operation of all vehicles. The Contractor shall maintain the vehicles so as to pass an inspection and all vehicles must be in compliance with Virginia State Standards. If any service vehicle is shut down as a result of a failed inspection by any regulatory agency, the PRTC or an agent of the PRTC acting on the PRTC's behalf, the liquidated damages will be five hundred (\$500) per day per vehicle during the shut-down. If the Virginia Corporation Commission, the Virginia Department of Motor Vehicles, the USDOT or other regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate and a five hundred dollar (\$500) per vehicle per day liquidated damage shall be assessed until a satisfactory inspection report is obtained.
- d. Fluid Analysis** - If the Contractor fails to comply with the PRTC's fluid analysis program, the liquidated damages will be two hundred fifty dollars (\$250) per bus or occurrence.
- e. Deficient Vehicle Condition** - In the event any revenue vehicle is rejected temporarily as a result of deficient vehicle condition or appearance, five hundred dollars (\$500)/day/vehicle in liquidated damages will be assessed until the condition is satisfactory to the PRTC. Providing a vehicle that is inappropriate for the service (i.e., too small, no lift for OmniLink service, etc.) is considered an infraction under this section.
- f. Heating and Air Conditioning Performance** -If any vehicle is reported to operate without heating or air conditioning or is otherwise in violation of the heating and air conditioning standards, three hundred dollars (\$300) in liquidated damages will be assessed per incident.
- g. General Repair** – All general repairs shall be made by the Contractor. Failure to make repairs brought to the Contractor’s attention by PRTC within two business days of first notice, unless otherwise authorized, shall result in a two hundred dollar (\$200) assessment of liquidated damages assessment per occurrence and a twenty five dollar (\$25) liquidated damage assessment for each day the repair is overdue. General repairs are understood to include any repairs not covered elsewhere in the “Liquidated Damages” section.
- h. Powertrain Repairs** –Powertrain repairs and replacements not completed within the required time frame shall be assessed liquidated damages of three hundred dollars (\$300) for the first late day plus one hundred dollars (\$100) per day thereafter.
- i. Vehicle Status Board** - Failure to provide, maintain, and update a vehicle status board shall result in liquidated damages of fifty dollars (\$50) for each day the status board is not available or updated.
- j. Vehicle Records** –. Failure to maintain a complete and up to date vehicle file so shall result in liquidated damages of fifty dollars (\$50) for each day the records are not available or updated.

- k. Safety Related Items** – Vehicles inspected by PRTC or its agent which are found to have serious safety defects shall result in that vehicle being pulled out of service immediately and liquidated damages of five hundred dollars (\$500) per vehicle shall be imposed on the Contractor. If that vehicle is found in service with the same problem or the same problem is found at the next inspection by PRTC, the liquidated damage assessment shall be seven hundred fifty dollars (\$750) for the second offense and ensuing offenses.
- l. Wheelchair Lifts** – Failure to properly maintain a lift or failure of a lift while in revenue service so shall result in a liquidated damage assessment of five hundred dollars (\$500) per occurrence.
- m. Graffiti** – Failure to remove graffiti from vehicle according to the PRTC standards, whether interior or exterior, shall result in an assessment of liquidated damages of three hundred dollars (\$300) per occurrence.
- n. Maintenance Goals and Objectives** – Failure to meet or exceed annual maintenance goals and objectives agreed to by PRTC shall result in a liquidated damage of one thousand (\$1,000) per category falling short of the mark.

9.B.8 Facilities Infractions

- a. Facility Cleaning** – Failure to keep the Contractor’s assigned areas clean at all times shall result in liquidated damages of fifty dollars (\$50) for each day for each area.

b. Terminal Inspection

- i.** Liquidated damages of five hundred dollars (\$500) shall be assessed for failure to pass a terminal inspection with a satisfactory rating. A second failure shall be assessed a five thousand dollar (\$5,000) liquidated damage. Terminal inspections may be conducted by PRTC staff, its agent, or regulatory body (such as the Commonwealth of Virginia, fire department, environmental agency, etc.) and may include, but is not limited to, inspection of environmental and safety practices, inspection and operation of equipment and other components, and preventive maintenance and repair records.
- ii.** Failure to pass a terminal inspection on three (3) occasions during the Contract period with at least a satisfactory rating shall deem the Contractor to be in non-compliance with the Contract and may result in Contract termination.
- iii.** To be reinstated to the list of eligible bidders the Contractor would be required to obtain a satisfactory terminal rating by the Commonwealth of Virginia and receive a satisfactory rating a second time to prove that they have maintained the status.
- iv.** Failure of a Contractor to report results of an inspection shall deem the Contractor to be in non-compliance with the Contract and may result in Contract termination.

- c. **Facility Maintenance** - Failure to perform preventative maintenance, make repairs, or otherwise maintain facilities and equipment in working order shall result in a liquidated damage of no less than one hundred dollars (\$100) per occurrence per day.

9.B.10 Additional Performance Requirements

PRTC, after consulting with the Contractor, but not requiring the Contractor's approval, may develop additional reasonable performance requirements with attendant liquidated damages.

9.B.11 GPS Monitoring Capability

With regard to schedule adherence, PRTC anticipates that during the life of this Contract its entire fleet will be equipped with GPS capabilities, allowing exact determination of on-time performance. The OmniLink fleet will have this capability at the inception of the Contract while the timing of this capability on the OmniRide fleet is uncertain. GPS capabilities will naturally greatly enhance the Contractor's ability to perform as required, and will also sharpen PRTC's knowledge of on-time performance (and associated ability to enforce compliance). At such time as GPS capability is incorporated, the method of enforcement will change, as follows:

- The Contractor shall meet or exceed a 98 percent compliance with beginning service within two (2) minutes of the published starting time. For OmniLink, this is considered the starting time for the first bus on each route, for OmniRide it is every trip.
- The Contractor shall meet or exceed 99 percent compliance for not leaving timepoints more than one (1) minute early.

Each infraction beyond the aforementioned limits will be subject to their respective liquidated damage assessment, as described earlier in this section.

10. OMISSIONS

The Contractor shall be responsible for all other functions necessary for the safe, reliable, and efficient operation of the service that are not specifically discussed herein.

11. METHOD OF PAYMENT

This Contract award will be subject to negotiation and subject to availability of sufficient funds. Offeror's fees and overhead may be subject to audit and certification by agencies of the Commonwealth prior to notice to proceed. Offerors should be prepared to provide detailed cost information, including audited overhead rates, if they are selected for negotiation.

11.A Base and Marginal Rates

PRTC will contract for operational services at a fixed rate per scheduled vehicle revenue hour, as determined by the printed schedule. As indicated on the cost proposal form, there are a series of revenue hour ranges for which bids must be provided. The fixed rate will be paid for all hours up to the number in the cell. The marginal rate is for the increment of hours up to the next level to indicate scheduled revenue hour charge. This "marginal rate" will naturally be less than the "fully allocated" rate for the initial service package, as the incremental addition or deletion of service will not affect certain "fixed costs" that are included in the original rate. Hours indicated on the form are average weekday. Should weekend service be added, PRTC would pay the weekday rate for the number of weekday hours being operated at that time for any weekend service (i.e., there would not be separate pay rates for weekday versus weekend service). For example, if 410 weekday revenue hours were being operated at X rate (fixed) and Y rate (variable) per hour, and PRTC began operating 250 weekend revenue hours, PRTC would pay X rate per weekend service hour (not Z rate, the rate for 200-300 weekday hours).

11.B Calculation of Payment

The multiplication of the scheduled vehicle revenue hours actually operated each month times the Contractor's proposed rate per vehicle revenue hour shall equal the monthly payment (less any liquidated damages or other justified withholdings). The revenue hourly prices proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of this Contract. The Contract amount may vary according to the number of revenue hours of service and hence revenue hours required to be provided by the PRTC. Should future service plans entail conversion of existing deadhead time to revenue time, Contractor shall not charge PRTC for such converted time.

11.B.1 Option Year Pricing –Compensation for the initial year of the Contract shall be as approved in this procurement process. Compensation for years two (2) through 10 shall be based upon a cost escalation factor applied to the best and final bid price. The cost escalation factor shall be increased annually based on the *Washington-Baltimore Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)*, as published by the U. S. Department of Labor. The cost escalation factor will be based on the changes in the above-mentioned index calculated beginning from January 1, 2003 and determined annually thereafter as of January 1. Given the potential length of this Contract and the possibility of significant changes in conditions, PRTC, at its sole discretion, reserves the right to negotiate changes to the compensation rate and terms with the Contractor at one or more times during the term of the Contract.

11.C Availability of Funding

Notwithstanding the above, continued performance of all phases of this Contract is conditioned on the availability of PRTC funding. This multi-year Contract may be continued only after funding appropriations have been granted by the jurisdictions making up the PRTC. If such funding appropriations are not granted or if no funds remain for performance, then the affected multi-year Contract will be terminated.

11.D Strike

In the event of a strike by employees of the Contractor that causes a disruption in the provision of service as outlined in this Contract, the PRTC may, at its discretion, terminate the Contract without penalty. Alternatively, PRTC may temporarily procure services from another provider(s), in which case the Contractor shall be responsible for any and all costs associated with such service that is above the unit cost being paid to the Contractor at the time. Any and all damages to PRTC vehicles caused by interim operators shall be the Contractor's responsibility to repair.

11.E Changes in Responsibility

Mutually agreed upon changes in the division of responsibilities between the PRTC and the Contractor may require a change in either the base and/or marginal Contract rates. If a mutually agreeable rate cannot be established, PRTC shall make the final determination, after carefully considering the factors involved.

11.F Audit Settlement

If at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the PRTC or of any other agency funding this Contract, if applicable, conduct an audit of Contractor regarding the services provided to the PRTC per terms of the Contract, and if such audit finds that the PRTC's dollar liability for such service is less the payments made by the PRTC, then Contractor agrees that the difference shall be either: (1) repaid within 10 days by Contractor to the PRTC by cash payment, or (2) at the PRTC's option, credited against any future payments hereunder to Contractor. If such audit finds that the PRTC's dollar liability for services provided hereunder is more than payments made by the PRTC to the Contractor, then the difference shall be paid to the Contractor by the PRTC by cash payment, provided that in no event shall the PRTC's maximum obligation for the Contract, as set forth in the Contract, be exceeded.

12. INSURANCE

PRTC shall require the Contractor to purchase and maintain insurance coverage to the levels described in this section. A description of the proposed insurance as specified below, including insurance carrier names and policy numbers, should be included in the Offeror's technical proposal. The cost of insurance should be shown by line of coverage.

12.A Insurance Specifications

12.A.1 The Contractor shall be responsible for all insurance coverages that are necessary for the bus service. All coverage shall be in effect prior to the first day of the Contract period. At a minimum, the Contractor shall provide the following coverages:

- a.** The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$10,000,000 per occurrence/aggregate to protect the Contractor, its subcontractors, and the interest of the PRTC, its officers and employees against any and all injuries to third parties, including bodily injury, property damage, contractual liability, and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
- b.** The Contractor agrees to maintain owned, non-owned and hired Automobile Liability insurance, in the amount of \$10,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles provided by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the Contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial general Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- c.** The Contractor agrees to maintain automobile collision and comprehensive coverage equal to the full replacement value of all revenue and non-revenue vehicles with a \$50,000 deductible. Said deductible shall be the responsibility of the Contractor.
- d.** Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$500,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, and any other state or jurisdiction in which the Contractor conducts operations. Include a waiver of subrogation endorsement in favor of PRTC.
- e.** The Contractor agrees to maintain a Fidelity bond, including employee dishonesty, for a minimum of \$100,000 for those employees assigned to the money room; those employees authorized to work in the money room (e.g., supervisors, management); and those employees who otherwise are assigned to positions which handle fare media on an other-than-individual-fare-collection basis.

- f.** The Contractor agrees to maintain premises legal liability for the premises occupied at 14700 Potomac Mills Road. Contractor further agrees to carry “all risk” property insurance on any and all equipment (if any) owned by PRTC in Contractor’s care, custody, and control. PRTC maintains primary building insurance.
- g.** Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- h.** Contractor agrees to use insurance carriers consistent with the following guidelines
 - i.** The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - ii.** European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- i.** Offerors agree to insert the following hold-harmless and indemnification paragraph in their proposals and abide by the terms if awarded the Contract:

The Contractor hereby agrees to indemnify and hold harmless the Potomac and Rappahannock Transportation Commission (PRTC), its officers, agents and all employees and volunteers, from any and all claims for bodily injury and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or acts of the Contractor, his subcontractors and their agents and employees.

- j.** Liability Insurance "Claims Made" basis - If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a.** Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-Contractor's work under this Contract, or,
 - b.** Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended

reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- k.** The Contractor shall provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
- l.** The Contractor shall secure and maintain all insurance certificates of its subcontractors which shall be made available to the PRTC on demand.
- m.** The Contractor shall provide on demand certified copies of all insurance policies related to the Contract within ten business days of demand by the PRTC. These certified copies will be sent to the PRTC from the Contractor's insurance agent or representative.
- n.** No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the PRTC. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- o.** Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities under the provisions of the Contract.
- p.** Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the PRTC from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- q.** Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the PRTC. The Contractor shall be as fully responsible to the PRTC for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- r.** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- s.** The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- t.** The PRTC, its officers and employees shall be named as an "additional insured" in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage

the PRTC may possess." Insurance carrier shall use form CG 2026 (11/85) or its equivalent.

- u. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.
- v. Any additional insurance coverages deemed appropriate by the Contractor for the performance of this Contract shall be the responsibility of the Contractor.
- w. The Contractor shall at a minimum apply risk management practices accepted by the transit industry.
- x. **Insurance Checklist** - A checklist of required insurance coverage follows. Items marked "X" are required to be provided. Include evidence of insurance as outlined below. If such insurance is incomplete, provide a letter from your insurance agent stating that your firm is eligible to obtain insurance to the prescribed limits, should a Contractual offer be extended.

13. SUBMISSION OF PROPOSALS

One (1) original and 10 copies are due no later than **12:00 P.M. on Tuesday, October 1, 2002**
Proposals should be sent to:

Mr. Eric Marx
Director of Planning and Operations
Potomac and Rappahannock Transportation Commission (PRTC)
14700 Potomac Mills Road
Second Floor
Woodbridge, VA 22192

Proposals received in the PRTC second floor offices after the date and time prescribed shall not be considered for Contract award and shall be returned to the Offeror. The names of the Offerors submitting proposals will be available after the proposal closing time and date.

14. MANDATORY PRE-PROPOSAL CONFERENCE

An information meeting will be conducted at PRTC on **August 19, 2002 at 1:00 p.m.** in the PRTC Board Room. Attendance is **MANDATORY** as it will assist PRTC in providing the best information on its requirements and resources to all parties. Following the information meeting, a tour of PRTC's existing facilities will be offered.

Questions to be discussed at the meeting may be submitted as follows:

- in advance of the pre-proposal conference
- orally at the pre-proposal conference
- after the pre-proposal conference but **no later than August 21 at 5:00 PM**

Questions submitted to PRTC in advance of the pre-proposal conference may be sent by fax (703-583-1377) or e-mail (sphelps@omniride.com) and **must be titled "Contractor RFP Questions."** The company posing the question must be clearly identified.

PRTC will provide responses to questions to those attending the pre-proposal conference via an addendum.

<p>PRTC STRONGLY ENCOURAGES PROPOSERS TO SPEND SIGNIFICANT ADDITIONAL TIME ON SITE AND IN THE FIELD RIDING PRTC SERVICES PRIOR TO SUBMITTING PROPOSALS IN ORDER TO GAIN A GREATER APPRECIATION OF THE CONTRACTUAL REQUIREMENTS, OPERATING ENVIRONMENT, AND OTHER NUANCES.</p>
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15. PROPOSAL FORMAT AND CONTENTS

Each proposal will be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive or non-responsible:

15.A Cover Letter

The proposal should contain a letter and introduction (limit to one (1) page) and include the company name and address, and the names, telephone numbers, fax numbers, and e-mail addresses of the persons who will be authorized to represent the bidder regarding all matters related to the proposal and any contract subsequently awarded to said Offeror. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal.

If the Offeror is a partnership, a general partner must sign the proposal in the name of the partnership thereof. If the Offeror is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on a least one copy of the proposal that will be submitted to the PRTC.

By submitting a proposal pursuant to this RFP and executing the cover letter, Offeror acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail, express delivery, or delivered in person.

15.B “Responsiveness and Responsibility-related” Determinants

Sections 15.B.1 through 15.B.4 are portions of the proposal submission that will constitute the basis for “responsiveness” and “responsibility” determinations. At its sole discretion, PRTC may also elect to conduct preliminary reference and other background checks to supplement the information submitted in response to the Section 15.B.1 through 15.B.4 requirements to make the “responsiveness” and “responsibility” determinations. Any such checks will seek to determine the following:

- Whether the Offeror has a satisfactory performance record.
- Whether the Offeror has a satisfactory record of integrity and business ethics.
- Whether the Offeror is in compliance with applicable licensing and tax laws and regulations.

15.B.1 – Financial Considerations

0 Points awarded: basis for judging responsiveness/responsibility only.

This section of the proposal will be independently reviewed by appropriate PRTC staff participating in the evaluation assisted by outside experts as PRTC sees fit. This section will not be scored, but will be evaluated to determine the financial responsiveness and responsibility of the Offeror. An affirmative determination of the Offeror's financial responsiveness and responsibility is a prerequisite for evaluating the remainder of the proposal. If the determination is not affirmative, the proposal will be rejected without further evaluation.

15.B.1.1 - Provide information on available operating capital and its source, the amount of any financing proposed for this operation and its source, and terms of repayment.

15.B.1.2 - Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.

15.B.1.3 - Provide detailed information regarding past and pending litigation, liens or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.

15.B.1.4 - Provide audited financial statements for the past three (3) years. If a partnership, submit financial statements for each partner. If audited statements are not available, Offeror may be required to submit additional financial information to establish financial responsibility.

15.B.1.5 - Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Virginia. Proof shall take the form of a letter from Offeror's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a Contractual offer be extended. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the Offeror in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.

15.B.1.6 – Provide evidence of familiarity with the FTA Uniform System of Accounts and with National Transit Database reporting.

15.B.1.7 - Provide financial credit references. A minimum of two (2) are required including the primary financial institution of the Offeror. Include name, title, and current telephone number of a contact person and the address of the financial institution.

15.B.1.8 – Provide a recent (within the past three (3) months) Dun & Bradstreet report.

15.B.1.9 -Each complete proposal must be accompanied by a bid bond written by a qualified surety, or certified check of a solvent bank, in an amount of not less than five (5) percent of the amount proposed for the first year of service and drawn in favor of

PRTC. The bid security of the Offerors shall be retained by PRTC for approval of 180 days, or until a Contract is awarded and entered into, or all proposals are rejected, whichever comes first. Such bid security must accompany proposal upon submission.

15.B.2 Non-Financial Considerations

0 Points awarded: basis for judging responsiveness/responsibility only.

This category will be independently reviewed by appropriate PRTC staff participating in the evaluation assisted by outside experts as PRTC sees fit. This category will not be scored, but will be evaluated to determine the responsiveness and responsibility of the Offeror. An affirmative determination of the Offeror's responsiveness and responsibility is a prerequisite for evaluating the remainder of the proposal. If the determination is not affirmative, the proposal will be rejected without further evaluation.

15.B.2.1 - Provide evidence that the required service start schedule can surely be met, taking into consideration all existing and prospective commercial and government business commitments.

15.B.2.2 - Provide evidence that the Offeror has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.

15.B.3 Certifications and Representations – The following forms are to be completed:

0 Points awarded: basis for judging responsiveness/responsibility only.

- **Attachment A – QUESTIONNAIRE**
- **Attachment B- CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**
- **Attachment C - CERTIFICATION OF RESTRICTIONS ON LOBBYING**
- **Affidavit** - Include an affidavit indicating that:
 - such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named
 - that the bidder has not directly or indirectly induced or solicited any other Offeror to submit a sham proposal or to refrain from proposing
 - that the Offeror has not in any manner sought by collusion to secure for himself an advantage over any other Offeror.

Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

15.B.4 Disadvantaged Business Enterprise (DBE) Participation – Submit the following forms regardless of whether DBEs will be used for this Project.

0 Points awarded: basis for judging responsiveness/responsibility only.

- **Attachment D – PRTC DBE FORM**
- **Attachment E - SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

15.C Technical Proposal

The technical portion of the proposal is the Offeror's proposed Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project. Throughout the proposal, preliminary layouts, sketches, diagrams, other graphic representations, calculations, curves, and other data may be used for presentation, substantiation, justification or to demonstrate understanding of the proposed approaches and program. The Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to issues that will be encountered in such a project.

The Offeror may comment on any aspect of the RFP, including suggestions on possible alternative approaches to RFP requirements. Any alternative approaches, deviations, enhancements, exceptions, etc. must be itemized in the technical portion of the proposal. Details concerning same must be clearly presented by an easily recognizable and unique typeface (e.g., **bold**, larger font *italics*, different font or **some combination**) and reference specific RFP section. Such alternative approaches, deviations, etc. may be presented as substitutes for RFP provisions or as options for PRTC's consideration. "Substitute" means that the Offeror is not accepting of the RFP provision to which the substitute applies while "option" means the Offeror is prepared to comply if the option is not acceptable to PRTC. If the alternative approaches, deviations, etc. are in the form of a substitute, Offeror's should be mindful of the possibility that a rejection of the substitute could adversely affect the evaluation. Each alternative approach, deviation, etc. will be considered by the PRTC as to degree of impact and total effect on the proposal. In the absence of any such proposed alternatives, exceptions, etc., the RFP terms as presented shall be applicable.

Each Offeror shall carefully examine the documents and take such reasonable steps as needed to ascertain the nature of the work, the conditions that affect the work and the cost thereof. Failure to do so will not relieve Offerors from responsibility for estimating the cost of successfully performing the work according to PRTC standards.

15.C.1 Qualifications

15 Points

- a. Explain the general character of work performed by your firm.
- b. Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject-matter area.
- c. Describe the performance compliance strategies/approaches your firm will use in this Contract and provide examples of similar efforts used on prior Contract operations.
- d. How is the performance of your managers and other contract management personnel evaluated?
- e. What would be your staged approach for responding to a request by the client to remove the project manager?
- f. Does your firm have Equal Employment Opportunity and Affirmative Action Programs? If yes, explain your firm's programs and accomplishments in detail.
- g. List all transit service contracts entered into in the last five years, providing:
 - Name and address of client
 - A brief description of the work performed (scope of service, number and type of vehicles, number of operators employed/managed by the Contractor, asset ownership, maintenance responsibility, etc)
 - Dates of performance (noting whether these beginning and ending dates coincided with the original Contract term and if not why not)
 - Annual dollar value of contract
 - Major accomplishments and challenges
- h. Has your firm ever requested and increase or adjustment in your contract rate? If so, at which properties were these requests made, what were the circumstances, and what were the outcomes of your requests?

15.C.2 Staffing Plan and Organization

25 Points

- a. Provide an organizational chart and staffing plan which describe the Offeror's proposed on-site staff distribution to accomplish this work. The staffing plan should include a chart which partitions the time commitment of each professional staff member across the proposed tasks. This section should also quantify a listing of the number of full-time equivalent (FTE) personnel by title proposed for the on-going management and operation of the system including:
 - Operators
 - Maintenance Personnel
 - Street Supervisors
 - Administrative/Clerical
 - Management
 - Other, as needed
- b. Furnish job descriptions for all management and administrative/clerical. Include minimum qualifications for hiring requirements for each position.
- c. Submit resumes for all key personnel and the person responsible for MIS compliance. Distinguish between on-site and off-site. Resumes for resident manager and assistant managers and for the maintenance manager and assistant managers shall demonstrate directly relevant background and experience with the types of services and equipment PRTC operates, respectively.
 - d. Present a narrative description and chart depicting assignment of manpower (all positions) by time of day.
 - e. Provide your minimum hiring and training requirements for each management position. Include a training program syllabus including time periods for each training element, specifically detailed to PRTC.
 - f. Provide a description of operator hiring, training, and retraining programs and certification processes including minimum hiring qualifications. Include a new-hire training program syllabus including time periods for each training element, specifically detailed to PRTC.
 - g. Describe how you will ensure there are an adequate number of appropriately trained bus operators at all times, especially considering the lengthy training period. What steps will be taken if shortages occur?
 - h. Which employees will be used as training staff on an on-going basis? If operators or supervisors are to be used, how will they perform their regularly-assigned duties if they are also supposed to be providing training? Provide a description of training staff hiring, training, and retraining programs and certification processes including minimum hiring

qualifications. Include a new-hire training program syllabus including time periods for each training element, specifically detailed to PRTC.

- i.** Provide a description of mechanic hiring, training, and retraining programs including minimum hiring qualifications and trade certifications. Describe how mechanics will become certified/qualified to perform work on all vehicles and sub-systems prior to start of service in order to maintain warranty coverage. Include a new-hire training program syllabus including time periods for each training element, specifically detailed to PRTC.
- j.** Provide a description of supervisor hiring, training, and retraining programs including minimum hiring qualifications. Include a new-hire/promotion training program syllabus including time periods for each training element, specifically detailed to PRTC.
- k.** State how you propose to screen existing personnel and entice those whose services are desired to remain at PRTC and your plan for training (retraining) such individuals.
- l.** Please answer the following questions for each of employee category and, if applicable, sub-category (e.g., mechanic level), specific position (e.g., resident manager), and full/part-time status. Employee categories include:
 - Operators
 - Mechanics
 - Supervisors
 - Administrative/clerical
 - Management
 - Other personnel
- i.** Describe your pay plan. At a minimum, include the following:
 - A.** Whether employees will be paid on an hourly or salaried basis
 - B.** Number of weekly hours that constitute full-time employment
 - C.** Number of full and part time positions
 - D.** Proposed starting wage – hourly or annual, depending on how paid
 - E.** How employees will be compensated for training
 - F.** How employees will be compensated for overtime
 - G.** Wage escalation plan
 - H.** Incentive program including:
 - 1.** those resulting from earnings through PRTC’s incentive program

2. incentives other than those earned through PRTC's incentive program
- ii. Describe your benefits package (if same for each employee category/sub-category, specific position, full/part-time status state so, otherwise provide details). At a minimum, include the following:
 - A. Specifically identify each type of benefit you will offer including details such as level of coverage (e.g., how much life insurance); number of vacation and sick days, etc.
 - B. For health care coverage and other insurance policies, identify:
 1. Type of plan (e.g., HMO, PPO)
 2. What portion of the premium the Contractor will pay for the employee, spouse, and family coverage
 3. Co-pay and/or deductible levels
 - C. Describe how the "cafeteria-style" plan will work.
 - n. Describe your plan to attract new hires. Pay specific attention to plans for hiring local operators.
 - o. Describe your objectives and identify your quantitative operator turnover assumption rates.
 - p. Describe how your firm will handle wages and benefits of any existing veteran employees hired for this Contract, relative to their current wage and in light of the higher starting wage. What percentage of existing operators are you assuming you will retain? What types of probationary or other evaluation processes will you implement?
 - q. What run-cutting software package (should PRTC elect not to use Trapeze) and computer equipment are proposed for this Contract?
 - r. What staff will perform run-cutting and provide assistance with alternative scheduling options, solving loading problems, and other operations planning assistance functions?
 - s. Describe your philosophical approach to run cutting, your rationale and methodology for its development, and how you would cut runs to improve service quality and reduce operator turnover.
 - t. Submit a sample run cut (spreadsheets of a portion of PRTC's services will be provided).
 - u. Describe how the extra-board will be sized and how it will be used.

- v. Provide an organizational chart for your firm and the corporate division that will be in charge of this project. Explain the nature of the resident manager's relationship with corporate management and how and with whom will PRTC interact with regarding corporate support.
- w. Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Contract obligations and the services they will be providing.
- x. Provide a list of all joint venture agreements that may provide service to the Offeror under this Contract. One party in a joint venture must be identified as the lead contractor whom PRTC will hold responsible for the performance of the subcontractors.

15.C.3 Operating Methodology

15 Points

- a. Describe your understanding of the challenges associated with operating PRTC's peak-period commuter service and local route-deviation service.
- b. Describe the distinctive attributes of your proposal that will set your firm apart from your competition.
- c. Describe the service performance standards you have established for this Contract and what internal (on-site) and corporate quality control programs will be used to ensure that service performance standards are met.
- d. Supply PRTC with a detailed transition plan designed to minimize the incidence of problems in the course of assuming the responsibilities of the existing Contractor. This is a critical element of the submittal as it sets the stage for how smoothly the actual transition of responsibilities from existing to new Contractor will take place. As few existing Contractor employees are likely to accept positions (if offered) with the new Contractor, the plan should pay significant attention to the major effort associated with staffing an almost entirely new organization to takeover an ongoing operation. **PRTC's aim is to have this transition occur seamlessly or, better, with a perceptible increase in service quality.**

At a minimum the plan should include:

- i. A detailed timeline, schedule of key steps, responsible parties, and any additional personnel needed
- ii. Contingencies and backup plans
- iii. What buses and other equipment will be used to provide required training

- iv. What facilities will be used
 - v. Which employees will provide training
 - vi. Details regarding simultaneously hiring, training, and certifying all staff, including hires new to PRTC and existing employees hired from the current contractor's ranks
- e. Include a detailed description of how you will thoroughly indoctrinate on-site management hired for this project into the PRTC operation and when the full management team will be permanently on site at PRTC. It is critical that management be thoroughly familiar with services, programs, policies, and procedures in order to consistently train and manage others. Also, describe will on-site management not currently employed by you how be indoctrinated into your organization.
 - f. Describe your firm's ongoing safety program for this project, including a description of the safety committee.
 - g. Describe the general procedures you will follow for communicating service changes to operators, supervisors, trainers, and other "need to know" parties.
 - h. Describe how removal, reassignments, and absences will be handled.
 - i. Describe the progressive discipline program you will implement for each category of employees.
 - j. Describe your employee review/evaluation program for each category of employee.
 - k. Describe your employee grievance policy.
 - l. Describe the Employee Assistance Plan you will provide.
 - m. Describe uniforms to be used and how you will ensure the appearance of uniformed personnel in accordance with the Contract.
 - n. Describe how your firm intends to meet the MIS reporting requirements outlined in this RFP and what software package(s) and hardware will be used.
 - o. Provide the written security procedures and fare collection monitoring program you will use for this Contract.
 - p. Provide a description of your firm's drug and alcohol testing program for this Contract.

- q. Describe the number, type, age, and intended use of support vehicles to be used for this project. How often will they be replaced?
- r. Describe any measures you propose to respond to vehicle breakdowns, accidents, and other service disruptions, including your plan for on-street supervision and staging of strategic vehicles and operators.
- s. Describe the disaster recovery plan you will develop for this Contract.
- t. Provide a description of other reports and plans you will develop for this Contract, including:
 - i. Vehicle/facility Control System
 - ii. Written policy on safety
 - iii. System Safety Program Plan
- u. Describe the maintenance goals and objectives have you established for this Contract.
- v. Describe the fleet-specific maintenance plan you will use for this Contract.
- w. Describe the parts and warehousing plan you will use for this Contract.
- x. What bus and equipment maintenance program and the maintenance record-keeping system will you use for this Contract?
- y. Provide a description of all other equipment to be used for this Contract.
- z. Describe the facility maintenance program you will use for this Contract.
- aa. If an additional facility will be used for the PRTC service, provide the location's size, description, and intended use. Also provide a detailed plan for how the facility will be incorporated into the operation (e.g., if a midday layover location is to be used, will a shuttle be used to transport operators between there and PRTC? How often will it operate and during what hours? What vehicles will be used? How will operators be paid for waiting and shuttle time? How does the Contactor propose to comply with heating and cooling requirements on board the vehicles in light of the proximity of this facility to the start of revenue service in the PM?).

15.D Professional References

PRTC intends to contact some or all of the prior clients to seek information about performance and client satisfaction, including evaluations, if any .

10 Points.

15.D.1 Firm References – Provide references for transit service contracts described in Section 15.C.1.g. For each contract, include a name, telephone number, and e-mail address of a person able to attest to the work performed.

15.D.2 Key Personnel References – Submit reference information for all key personnel, and the person responsible for MIS compliance, proposed for this project. References should correspond to resumes submitted in Section 15.C.2.c. For each contract, include a name, telephone number, and e-mail address of a person able to attest to the work performed.

15.E Proposed Costs

35 Points

Complete **Attachment F COST PROPOSAL FORMS** and include in your response titled “15.E Proposed Costs.”

15.F Additional Information

The Offeror may include any additional information which may help PRTC in understanding and evaluating the company’s response to this request. Offerors are requested to keep this information to a minimum.

16. EVALUATION PROCESS

16.A Competition

Contractual services will be competitively negotiated under the terms of the Federal Transit Administration's Master Agreement, all other applicable federal requirements, and the Virginia Public Procurement Act because federal funds may be used to bear a portion of the costs of this contract and because PRTC is a public entity established by the Commonwealth's Transportation District Act subject to the Virginia Public Procurement Act. The Commission reserves the right to reject any and all proposals received in response to this procurement, and also reserves the right to waive irregularities that, in the Commission's judgment, are not material.

As noted in the preceding section, the evaluation is based on a number of factors, and thus the selection of a preferred proposal will not be based on cost alone. The evaluation will be performed in multiple stages – each stage may result in the exclusion of proposals from ensuing stages. The Commission may, at its sole discretion, seek assistance by outside experts in the course of this evaluation, to support the in-house evaluation team.

Stage 1: Assessment of responsiveness and responsibility - In this stage, all proposals will be examined to determine whether all proposal submission requirements have been satisfied and whether the Offeror can be reasonably considered responsible. Only those proposals judged responsive and responsible shall be evaluated further. "Responsibility" determinations may involve initial reference checks, as the evaluation team deems necessary.

Stage 2: Technical evaluation of all evaluation criteria except cost - As described in the preceding section, 65% of the overall scoring is associated with factors other than cost. At this stage, the evaluation will be confined to the "65%" portion in order to limit full-fledged evaluation (i.e., all 100%) to only those responsive and responsible proposals in a "competitive scoring range" based on the factors comprising the "65%" portion. "Competitive scoring range" means proposals that the evaluation committee believes, based on technical evaluation considerations alone, have a reasonable chance of being selected for award. The technical evaluation will surely include reference checks of all the Offerors surviving the Stage 1 evaluation. Because the technical evaluation done in Stage 2 is without the benefit of the interview (a Stage 3 step), the technical evaluation score produced in Stage 2 may be altered in Stage 3 to account for new insights resulting from the interview. Technical evaluation scores at each stage will become part of the permanent record of this procurement process.

Stage 3: Full-fledged evaluation - At this stage, the "cost" portion of the overall scoring (35%) is considered in conjunction with the factors other than cost (comprising 65% of the overall scoring). The technical evaluation scores coupled with the cost evaluation score shall constitute the basis for the full-fledged evaluation done at this stage. The cost scoring results will not necessarily be in inverse proportion to the revenue hourly rates that are the basis for cost scoring, though the lower the revenue hourly rate, the higher the cost score will be. The cost scoring shall account for all the revenue hour ranges appearing in Attachment F since there may be variations in the comparative costs within the different ranges. The end result of Stage 3 shall be a rank ordering by the evaluation committee of the proposals surviving Stage 2. This rank ordering

shall be the basis for determining which Offerors will be invited to attend interviews conducted in Stage 4.

Please reserve October 29 and 30 for interviews.

Stage 4: Interviews - The evaluation team will conduct interviews with top-ranked firms resulting from the Stage 3 evaluation in order to gain additional technical insight. The interviews may prompt the evaluation team to alter the technical evaluation scores developed in Stage 2.

Stage 5: Negotiations - Led by the Commission's Executive Director, negotiations with the highest ranked Offeror(s) will occur at this stage, during which time changes to the proposal may be sought by Commission representatives and may be made if the Offeror(s) assent. Note that, at the Commission's sole discretion, negotiations may occur in parallel with more than one Offeror.

Stage 6: Best and Final Offers – At this stage, the Commission's representatives may seek a "Best and Final Offer" (BAFO) from one or more Offerors at this stage.

Stage 7: Recommended award - Based on the results of Stage 6, the Executive Director shall make a recommendation to the Commission's governing board for the award of this contract. The Commission's governing board shall make the final determination.

17. AWARD OF CONTRACT

The Offeror to whom the Contract is awarded shall be required to enter into a written Contract with PRTC in a form approved by the PRTC General Counsel. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final Contract, however, PRTC reserves the right to further negotiate the terms and conditions of the Contract with the selected bidder. In drawing the agreement, this Request for Proposals (RFP) including all Exhibits, Appendices, and Attachments, are to be considered as part of the Contract.

18. COST OF PROPOSALS AND INTERVIEWS

PRTC will not reimburse any costs incurred by Offerors in responding to this RFP or in competing for Contract award.

19. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of PRTC and a matter of public record. The Offeror must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act of the Commonwealth of Virginia. Any Offeror claiming such an exemption must also state in its proposal that the Offeror agrees to defend any action brought against PRTC for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Offeror who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

**ATTACHMENT A
QUESTIONNAIRE**

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____ Contact Person _____
Title: _____ Address: _____
Telephone No: _____
E-Mail: _____ Fax: _____

Indicate which of the following apply:

Corporation _____
Partnership _____
Sole Proprietor _____
Small Business _____
*Minority Owned/Controlled (DBE) _____
 Certified by:
 Virginia Department of Transportation (VDOT) _____
 Federal Transit Administration (FTA) _____
 Other _____

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Organized under the laws of the State of _____
Principal place of business located at _____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et. seq. of the Code, the Virginia Public Procurement Act.

The Offeror (____) is (____) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

C. OTHER INFORMATION

1. General character of work performed by your firm:

2. Has your firm ever failed to complete any work awarded to you? If yes, explain.

3. Has your firm ever defaulted on a contract? If yes, explain.

4. Indicate the names of subcontractors, if any, proposed for this project, anticipated role, anticipated level of effort, address, phone number, and contact person. Indicate if the subcontractor is a certified Disadvantaged Business Enterprise (DBE).

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

- is currently under suspension, debarment, voluntary exclusion or determination of ineligibility of any federal agency;
- has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the last three (3) years;
- has a proposed debarment pending; or
- has been indicted, convicted or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

D. CERTIFICATION

I certify that this submission is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this procurement and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

ATTACHMENT B
CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Firm (or subcontractor), _____,
certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended,
proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an
federal department or agency.

(If the Firm or subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE FIRM (OR SUBCONTRACTOR),

_____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

The undersigned chief legal counsel for the _____
(entity)

hereby certifies that the _____ has authority under state and local law to
comply with the subject assurances and that the certification above has been legally made.

Signature of Firm's Attorney

Date

**ATTACHMENT C
CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____ hereby certify on behalf
(name and title of Firm/Contractor Official)

of _____ that:
(name of Firm/Contractor)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____

By _____ Title _____

**ATTACHMENT E
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

Name of Consultant _____ Project Name _____

Name of DBE Contractor	Address	Type of Work Performed and Contract Items of Parts to be Performed or Provided	Projected Dates for Work Commence/Completion	Contract Amount

The undersigned will enter into a formal agreement with the above DBE contractors for work listed in the schedule conditioned upon execution of a contract.

Prime Consultant _____ Date _____

**ATTACHMENT F
COST PROPOSAL FORMS**

F.1. REVENUE HOUR COSTS

Please complete the following form to indicate scheduled revenue hour charge. Hours are average weekday. Should weekend service be added, PRTC would pay the weekday rate for the number of weekday hours being operated at that time for any weekend service (i.e., there would not be separate pay rates for weekday versus weekend service). For example, if 410 weekday revenue hours were being operated at X rate (fixed) and Y rate (variable) per hour, and PRTC began operating 250 weekend revenue hours, PRTC would pay X rate per weekend service hour (not Z rate, the rate for 200-300 weekday hours). When completing the form, the fixed rate will be paid for all hours up to the number in the cell. The marginal rate is for the increment of hours up to the next level.

Compensation for years two (2) through 10 shall be based upon a cost escalation factor applied to the best and final bid price.

Should scheduled revenue hours exceed the maximum rate (**900 weekday revenue hours**) or fall below the minimum rate, PRTC and Contractor shall negotiate costs.

		Year 1	
Revenue Service Hours	Weekday Revenue Hours	Fixed Rate	Marginal Rate
Projected Maximum	801-900		
	701-800		
	601-700		
	501-600		
Current Range	401-500		
	301-400		
	200-300		

F.2. COST SCHEDULE BREAKDOWN FOR CURRENT LEVEL OF SERVICE

The pricing of the service described in this section of the RFP should divide expenses into fixed and variable. Fixed expenses are those that remain constant regardless of the level of service being provided. Variable costs are those that change depending on the number of revenue hours of service. Some categories may have fixed and variable costs associated, and should be allocated appropriately.

The Cost Schedule Breakdown must be provided on paper and in a Microsoft Excel spreadsheet.

ITEMIZED COSTS OF SERVICES

Year One

LABOR-SALARIES AND WAGES

	<u>FIXED</u>	<u>VARIABLE</u>
<u>Non-Salaried Personnel</u>		
a. Operators	_____	_____
b. Supervisors	_____	_____
c. Maintenance personnel	_____	_____
d. Administrative/clerical	_____	_____
e. Other non-salaried personnel *	_____	_____

FRINGE BENEFITS

a. Total Benefits	_____	_____
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Salaried Personnel

a. Resident manager	_____	_____
b. Assistant managers	_____	_____
c. Maintenance manager	_____	_____
d. Assistant maintenance managers	_____	_____
e. Training/safety manager	_____	_____

OUTSIDE SERVICES

a. Sub-contracted Vehicle Repair Services	_____	_____
b. Towing	_____	_____
c. Radio/MDT Repair	_____	_____
d. Professional Services	_____	_____
e. Armored Car Service	_____	_____
f. Other Services *	_____	_____

MATERIALS & SUPPLIES

- a. Oil & Other Lubricants _____
- b. Tires & Tubes _____
- c. Vehicle Repair Parts _____
- d. Uniforms _____
- e. Other Materials & Supplies * _____

PREMIUMS FOR LIABILITY & PROPERTY DAMAGE INSURANCE

- a. Premiums for General Liability Ins. _____
- b. Premiums for Vehicle Liability and Physical Damage Insurance _____
- c. Other Premiums* _____

TAXES AND LICENSING

- a. Bus Licensing and Registration _____
- b. Sales Tax _____
- c. Occupation/Operating licenses _____
- d. Permits and Fees _____
- e. Other * _____

MISCELLANEOUS EXPENSE

- a. Membership Dues and Subscriptions _____
- b. Travel & Meetings _____
- c. Startup Expenses _____
- d. Communications Charges _____
- e. Other Miscellaneous* _____

PURCHASED EQUIPMENT, LEASES AND RENTALS

- a. Vehicle Cost (Non-revenue) _____
- b. Other Equipment _____
- c. Financing Cost _____

FACILITY REPAIR AND MAINTENANCE

- a. Facility Maintenance _____
- b. Equipment Service and Repair _____

ALLOCATIONS AND PROFIT

- a. Overhead and Allocations _____
- b. Profit _____

TOTAL FIXED COSTS: _____
TOTAL VARIABLE COSTS: _____

* Any entry to a line labeled "Other" should not exceed 20% of the total of the category. If exceeded, please provide detail on an attached sheet.

EXPENSE DEFINITIONS

Labor

"Labor" is the pay and allowances due employees in exchange for the labor services rendered in behalf of the transit system. The labor allowances include payments made directly to the employee arising from the performance of a piece of work, such as shift differentials, overtime premiums and minimum guarantees. It is necessary to distinguish these Labor payments from "Fringe Benefits," which includes payments made directly to the employee, but not for the performance of a piece of work.

Fringe Benefits

There are two kinds of Fringe Benefits, and both should be included under this heading. The first kind are payments made directly to the employee, but not arising from the performance of a piece of work. These include paid absence for illness, holidays, vacations, and jury duty. The second kind are payments or accruals to others (insurance companies, governments) made on behalf of an employee. These payments are costs over and above "Labor" costs, but still arising from the employment relationship.

- a. **FICA**
Employer's contribution of Social Security Tax for employees as required by law.
- b. **Pension Plans**
Employer's contribution based on requirements of enclosed pension plans for salaried and unionized employees.
- c. **Hospital/Medical Plans**
Health and accident insurance for full-time employees and family coverage as required; any requirements of union labor agreements.
- d. **Dental Plans**
Dental insurance for full-time employees and dependent coverage as required; including any requirements of applicable union labor agreements.
- e. **Life Insurance Plans**
Life insurance premiums for full-time employees and as required by union labor agreements.

- f. **Short/Long Term Disability Insurance**
Premiums for short term and long term disability insurance for salaried employees and as required by union labor agreements.
- g. **Unemployment Insurance**
Federal and State unemployment tax for employees as required by law.
- h. **Worker's Compensation**
Worker's Compensation as required by law.
- i. **Sick Leave**
Projected sick leave expense for all employees.
- j. **Holiday Pay**
Projected holiday pay expense for paid holidays for all employees as required by this RFP, as included in an applicable union labor agreement or as provided by the Offeror.
- k. **Vacation Pay**
Projected vacation pay expenses for all employees.
- l. **Uniform and Work Clothing Allowance**
Projected allowance or rental cost per negotiated union agreements and for dispatchers, road supervisors, security personnel, all maintenance personnel, etc.
- m. **Other Fringe Benefits**
Fringe benefits not covered above.

Outside Services

"Outside Services" is labor and other work provided by outside organizations for fees and related expenses. In most instances, Outside Services are procured as a substitute for in-house employee labor. The substitute is usually made because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service.

- a. **Proposed costs for, but not limited to: facility security services, armored car services, other internal security and surveillance services.**
- b. **Subcontracted Repair Services**
Proposed costs for outside repair work on vehicles.

Materials and Supplies

"Materials and Supplies" are tangible products obtained from outside suppliers or manufactured internally. Freight, purchase discounts, cash discounts, sales taxes on purchased goods, and excise taxes (except on fuel and lubricants) are to be included in the cost of Materials and Supplies. Charges to these expense accounts will be for the materials and supplies issued from inventory for use and for the materials and supplies purchased for immediate use, i.e., without going through inventory.

- a. Lubricants
 Includes costs for lubricants for buses.
- b. Tires and Tubes
 Proposed costs for tire expenses for revenue and service vehicles.
- c. Vehicle Repair Parts
 Proposed costs for purchase of parts to maintain transit vehicles.
- d. Uniforms
 The cost of leasing or purchasing uniforms and cleaning service.
- e. Other Materials and Supplies
 Proposed costs for purchase of the following items: office supplies, forms, graphics supplies, brochures, printing and graphics services, promotional items, vehicle service supplies, maintenance shop supplies, small shop tools, refrigerants, accident repair parts, vandalism, repair materials, vehicle movement control repair materials, fare collection/counting repair materials, safety supplies, janitorial supplies, freight, publications, other materials and supplies.

Premiums for Liability, and Property Damage Insurance

- a. General Liability
 General Liability insurance includes cost elements covering facility, personal injury, and premises protection (non-vehicular).
- b. Vehicle Liability and Physical Damage
 Vehicle Liability insurance includes costs of insurance programs for compensation of others for their losses due to acts for which the operator or system is liable, including bodily injury, other property damages, medical payments, under and uninsured motorists, associated umbrella policies, comprehensive, and collision protection.

Taxes and Licensing

"Taxes" are those taxes levied against the Contractor by federal, state, and local governments. Sales and excise taxes on materials and services provided other than fuel

and lubricants are not included in this category, but sales taxes on the provision of transit services are included, if applicable.

- a. Bus Licensing and Registration Fees
Proposed costs for buses and non-revenue vehicles.
- b. Other taxes, licenses, permits, and fees

Miscellaneous Expense

- a. "Miscellaneous Expenses" are those expenses which cannot be attributed to any other major expense categories.
- b. Dues and Subscriptions
Proposed costs for various membership dues and general industry publications.
- c. Travel and Meetings
Proposed costs for corporate executives to travel to national conferences, regional conferences, local meetings, operations training, security training, maintenance workshops, transit information exchange meetings, local seminars and professional meetings, customer service training, personnel law update training, labor committee training, medical and health program training, operator trainer workshops, training program development training, accident investigation training, secretarial training, and alternative fuel training.
- d. Startup Expenses
Proposed costs associated with expenses in categories considered as startup costs that are allocated during the contract period. Costs should be identified as to the length of time of allocation IF not for the full contract term (10 years).
- e. Communication charges
Costs associated with services charges for two-way radios, cell phones, pagers, etc..
- f. Other Miscellaneous Expense
Proposed cost for postage, employee relations, recruitment, tuition reimbursement, drug test costs, payroll services, and any other expenses not considered elsewhere.

Purchased Equipment, Leases and Rentals

- a. "Leases and Rentals" are payments for the use of capital assets not owned by the operator.
- b. Vehicle Cost - Non-Revenue
Costs to provide non-revenue vehicles required for the provision of service.

- c. Other Equipment
Other miscellaneous monthly or one time equipment purchases or rentals.
- d. Financing Cost
The cost to finance the support vehicles and other capital equipment.

Facility Repair and Maintenance

- a. Costs associated with preventive maintenance and repair of the portions of the facility (inside and out) under the Contractor's responsibility.

Allocations And Profit

- a. Allocations
Proposed costs applied to operation overhead as may be allocated.
- b. Profit
Proposed profit applied to the period of performance.

F.3. COST SCHEDULE BREAKDOWN FOR START-UP COSTS

Complete this form to depict estimated expenses associated with the start-up period of this Contract, estimated to be a six month period ending on or about July 1, 2003.

The Cost Schedule Breakdown must be provided on paper and in a Microsoft Excel spreadsheet.

ITEMIZED START-UP COSTS

LABOR-SALARIES AND WAGES

	<u>COST</u>
<u>Non-Salaried Personnel</u>	
a. Operators	_____
b. Supervisors	_____
c. Maintenance Personnel	_____
d. Administrative/Clerical	_____
e. Other Non-salaried Personnel *	_____

Salaried Personnel

a. Resident Manager	_____
b. Assistant Managers	_____
c. Maintenance Manager	_____
d. Assistant Maintenance Managers	_____
e. Training/Safety Manager	_____
Other*	_____

FRINGE BENEFITS

a. Total Benefits	_____
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OTHER SERVICES

	<u>Outside Vendor</u>	<u>Internal Company Personnel on Loan</u>	<u>Total</u>
a. Recruitment	_____	_____	_____
b. Training	_____	_____	_____
c. Policies, Procedures, Manuals Preparation	_____	_____	_____
d. Plan Preparation	_____	_____	_____
e. Accounting System Setup	_____	_____	_____
f. Professional Services	_____	_____	_____
g. Other Services *	_____	_____	_____

MATERIALS & SUPPLIES

- a. Oil & Other Lubricants _____
- b. Tires & Tubes _____
- c. Vehicle Repair Parts _____
- d. Uniforms _____
- e. Office Supplies _____
- f. Other Materials & Supplies * _____

PREMIUMS FOR LIABILITY & PROPERTY DAMAGE INSURANCE

- a. Premiums for General Liability Ins. _____
- b. Premiums for Vehicle Liability
and Physical Damage Insurance _____
- c. Other Premiums* _____

TAXES AND LICENSING

- a. Permits and Fees _____
- b. Other Taxes and Licensing* _____

MISCELLANEOUS EXPENSE

- a. Acquire, and Install Business Systems
 - i. Run-cutting _____
 - ii. MIS _____
 - iii. Maintenance Management _____
- b. Travel, Lodging, Meals & Incidentals _____
- c. Communications Charges _____
- d. .Reproduction _____
- e. Other Miscellaneous* _____

PURCHASED EQUIPMENT, LEASES AND RENTALS

- a. Vehicle Cost (Non-revenue) _____
 - i. Shuttle Vehicles _____
 - ii. Manager(s) Vehicles _____
 - iii. Supervisor Vehicles _____
 - iv. Service Vehicle _____
 - v. Lot Scrubber _____
- a. Office Furniture/equipment _____
- b. Computer Equipment _____
- c. Training Equipment _____
- d. Communications Equipment _____
- e. Maintenance tools/equipment _____
- f. Surveillance Equipment _____
- g. Other Equipment* _____
- h. Financing Cost _____

FACILITY REPAIR AND MAINTENANCE**

- a. Facility Maintenance _____
- b. Equipment Service and Repair _____
Other* _____

ALLOCATIONS AND PROFIT

- a. Overhead and Allocations _____
- b. Profit _____

TOTAL COSTS _____

* Any entry to a line labeled "Other" should not exceed 20% of the total of the category. If exceeded, please provide detail on an attached sheet.

** During start-up, these expenses should be limited to repairs or improvements the Contractor desires to make, such as painting, cleaning or replacing carpeting, etc. Repair of systems and equipment shall not be the incoming Contractor's financial responsibility during start-up. Expenses, if any, for repairs/replacements of building spaces, systems, and equipment not completed prior to the start of revenue service provision by the incoming contractor shall be borne outside of this agreement.